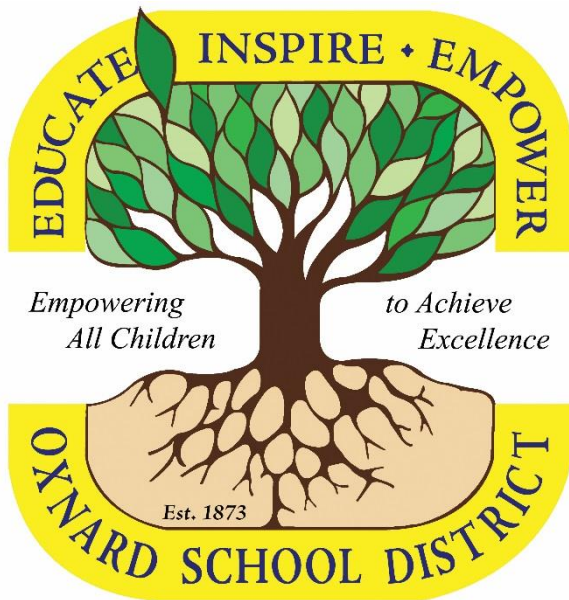


OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA #6
REGULAR BOARD MEETING
Wednesday, October 19, 2016
5:00 p.m. – Study Session
Closed Session To Follow
7:00 PM - Regular Board Meeting

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
Verizon FIOS - Channel 37



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.

**Section A
PRELIMINARY**

A.1 Call to Order and Roll Call **5:00 PM**

The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

A.2 Pledge of Allegiance to the Flag

Mr. Luis Ramirez, Principal at Harrington School, will introduce student Kevin Mancera, 5th grader in Ms. Megan Young’s class, who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read by student Destiny Guerrero, 5th grader in Ms. Katie Crossett’s class, in English and in Spanish.

A.4 Presentation by Harrington School

Mr. Luis Ramirez will provide a short presentation to the Board regarding Harrington School. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.6 Study Session – Project Based Learning (Freeman)

The Board of Trustees will receive a presentation on Project Based Learning.

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

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

The Board will now convene in closed session to consider the items listed under Closed Session.

A.8 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, 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.8 Closed Session

-
3. Pursuant to Section 54956.8 of the *Government Code*:
- Conference with Real Property Negotiators (for acquisition of new school site):
 - Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
 - Agency
 - Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
 - Negotiating
 - Parties: Dennis Hardgrave on behalf of the property owners
 - Under
 - Negotiations: Instruction to agency negotiator on price and terms.
4. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
- Public Employee(s) Discipline/Dismissal/Release
 - Public Employee(s) Reassignment/Appointment:
 - Director of Facilities

A.9 Reconvene to Open Session

7:00 PM

A.10 Report Out of Closed Session

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

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

Section B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District.

B.1 Comentarios del Público (3 minutos para cada ponente)

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios.

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

**Section C
CONSENT AGENDA**

(All Matters Specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

C.1 Agreements

It is recommended that the Board approve the following agreements: Dept/School

Academic:

- #16-139 with Ocean View School District for the purpose of OSD, providing Early Learning and Family Strengthening Services to families with prenatal to 5 year olds living in the Ocean View School District, November 1, 2016 through June 30, 2017; Ocean View School District will reimburse OSD \$79,424.00; Freeman/
Thomas
- #16-144 with Butte County Office of Education/California Mini-Corps, to provide Migrant students in our district with tutoring services for the 2016-2017 fiscal year; at no cost to the District. Freeman/
Thomas

Enrichment:

- #16-141 with Ventura County Arts Council, to provide music lessons at Rose Avenue School for the 2016-2017 school year; amount not to exceed \$5,760.00, to be paid with Site Allocated General Funds – Targeted. Freeman/
Ordaz

Special Education:

- #16-145 with Children’s Therapy Network Inc., to provide supplemental staffing to the Oxnard School District on an “as needed” basis, October 19, 2016 through July 30, 2017; billed cost will be “as needed” based on the Fee Schedule, to be paid with Special Education Funds. Freeman/
Sugden

C.2 Ratification of Agreements:

It is recommended that the Board ratify the following agreements: Dept/School

Special Education:

- Amendment #1 to Agreement #16-43 with Assistance League School, to provide nonpublic school services for Students MC010711, AL092711, CR080611, GH052311, and KM110311 for the 2016-2017 school year, including Extended School year; actual cost for services has not changed, amendment is necessary to reflect a correction to the students receiving services; Freeman/
Sugden
- #16-135 with Assistance League School, to provide nonpublic school services for Students AH082913, AM082113 and NV010312 for the 2016-2017 school year, including Extended School year; amount not to exceed \$28,260.00, to be paid with Special Education Funds; Freeman/
Sugden
- #16-136 with Assistance League School, to provide nonpublic school services for Student FB110110 for the 2016-2017 school year, including Extended School year; amount not to exceed \$9,600.00, to be paid with Special Education Funds; Freeman/
Sugden

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

Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements: (continued)

It is recommended that the Board ratify the following agreements:	Dept/School
Special Education:	
<ul style="list-style-type: none"> ▪ #16-142 with Ventura County Office of Education, to provide exceptional services for special education students AA120506, EC092902, ME011011, MG021504, BL091503, OL083008, AR080310, KR071607, and PY010904, that consist of support from Special Circumstances Paraeducators (SCP's) for the 2016-2017 school year, including Extended School year; amount not to exceed \$225,939.49, to be paid with Special Education Funds. 	Freeman/ Sugden
Facilities:	
<ul style="list-style-type: none"> ▪ Amendment #004 to Agreement #12-240 with Dougherty + Dougherty Architects to provide additional Architectural Services for the Harrington School Fence Project 2016; amount not to exceed \$5,640.00, to be paid with Measure R Bond Funds. 	Dr. Morales/ Cline/ CFW, Inc.

C.3 Approval of SELPA Community Advisory Committee (CAC) Representative For Oxnard School District

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Special Education, that the Board of Trustees approve the request to have Ms. Lorena Arroyo as CAC parent representative for our District for 2016-2017 and 2017-2018 school years.	Dept/School Freeman/ Sugden
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C.4 Approval of the 2016-2017 Quarterly Report On Williams Uniform Complaints, First Quarter

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the 2016-2017 Quarterly Report on Williams Uniform Complaints, first quarter, as presented.	Dept/School Vaca
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C.5 Ratification of Field Contract #FC-P17-01825 – C&M Backflow/Plumbing

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Maintenance Manager, that the Board of Trustees ratify Field Contract #FC-P17-01825, for the emergency repairs of the Elm School Sewer; amount not to exceed \$26,000.00 with C&M Backflow/Plumbing, to be paid with Routine Restricted Maintenance Funds.	Dept/School Cline/ McGarry
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C.6 Award of Formal Bid #16-01 and Approval of Agreement #16-140 for Harrington School Fence Project 2016

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Maintenance Manager, that the Board of Trustees award Bid #16-01 Harrington School Fencing Project 2016 to Fence Factory and enter into Agreement #16-140; amount not to exceed \$143,000.00, to be paid with Measure R Bond Funds.	Dept/School Cline/ McGarry
--	----------------------------------

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

Section C
CONSENT AGENDA

(continued)

C.7 Consideration and Approval of Work Authorization Letter #3 for DSA Special Inspection and Testing Services for Harrington School Fencing Project 2016

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #3 for Master Agreement #13-154 with NV5 West; lump sum fixed fee of \$8,886.00, to be paid with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales Cline/ CFW, Inc.</p>
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C.8 Consideration and Approval of Work Authorization Letter #5 for DSA Inspector of Record Services for Harrington School Fencing Project 2016

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve WAL #5 for Master Agreement #13-130 with NOLTE Vertical Five; lump sum fixed fee of \$7,040.00, to be paid with Measure R Bond Funds.</p>	<p>Dept/School Dr. Morales Cline/ CFW, Inc.</p>
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C.9 Ratification of Change Order #001 to Agreement #15-198 with Swinerton Builders for Lemonwood K-8 Reconstruction Project

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify no cost Change Order #001 to Agreement #15-198 with Swinerton Builders, for the Lemonwood K-8 Reconstruction Project; change incorporates language change to Section 10 of Agreement #15-198 and also a change to the start date of the project construction activities at no additional cost to the district.</p>	<p>Dept/School Dr. Morales Cline/ CFW, Inc.</p>
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C.10 Rejection of Liability Claims

<p>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 Liability Claims on the advice of the Joint Powers Authority (JPA):</p> <ul style="list-style-type: none"> ▪ #VCBA07398A1 ▪ #VCBA07445A2 	<p>Dept/School Vaca/ Magaña</p>
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C.11 Establish/Abolish/Reduce/Increase Hours of Positions

<p>It is recommended that the Board approve the establishment, abolishment, reduction or increase in hours for classified positions, as submitted.</p>	<p>Dept/School Koch</p>
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C.12 Personnel Actions

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

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

D.1 Approval Of The English Learner Master Plan (Freeman)

It is recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the English Learner Master Plan, as presented.

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

ROLL CALL VOTE:

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

D.2 Approval of Board of Trustees/Superintendent Vision & Mission Statements And Goals & Objectives for 2016-2017 (Dr. Morales)

It is recommended that the Board of Trustees approve the Board of Trustees/ Superintendent Vision and Mission Statements, and the Goals & Objectives for 2016-2017, as presented.

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

ROLL CALL VOTE:

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

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

Section E
APPROVAL OF MINUTES

E.1 Approval of Minutes

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

- June 1, 2016, regular board meeting
- June 22, 2016, regular board meeting
- September 21, 2016, regular board meeting
- October 5, 2016, regular board meeting

Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

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

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

Section F
BOARD POLICIES

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

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

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

Revision E 9270	Board Bylaws CONFLICT OF INTEREST	Cline
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**Note: No new items will be considered after 10:00 p.m. in accordance with
Board Bylaws, BB 9323 – Meeting Conduct**

**Section 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

OSD BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman**

Date of Meeting: **10/19/16**

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Report on Project Based Learning (Freeman/West)

Project Based Learning (PBL) is a pedagogy that is designed to engage students in real-world application of core content knowledge. The three middle school academies use PBL as a critical component of their work. PBL training was made available to teachers in the other district schools last June to expand the use of this pedagogy with all of our students. The integrated theme units developed at the K-5 and K-8 schools include some PBL activities.

FISCAL IMPACT:

PBL training has been an integral part of the Magnet School Assistance Program Grant implementation. Training for teachers outside of the middle schools was funded with Title II.

RECOMMENDATION:

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

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/19/16

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-139 – Ocean View School District (Freeman/Thomas)

Oxnard School District (OSD) is entering into an Agreement/MOU with Ocean View School District (OVSD) for the purpose of providing Early Learning and Family Strengthening services to families with prenatal to 5 year olds living in the Ocean View School District. OSD employees will be deployed to OVSD locations including: Early Learning Center on Squires Drive, and Mar Vista Elementary School.

Term of Agreement/MOU: November 1, 2016 through June 30, 2017

FISCAL IMPACT:

\$79,424.00 will be reimbursed to OSD from Ocean View School District.

RECOMMENDATION:

It is the recommendation of the Director of Curriculum, Instruction, and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-139 with Ocean View School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-139, Ocean View School District (2 Pages)
Exhibit A, Reporting Timeline (1 Page)
Exhibit B, Service Provisions (1 Page)
Exhibit C, Line Item Justification Budget (1 Page)

Agreement/Memorandum of Understanding #16-139

Oxnard School District & Ocean View School District

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Ocean View School District (OVSD). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Ocean View School District by providing Parent & Child Together (PACT) and Family Strengthening services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and OVSD and to define responsibilities of the Agencies as they relate to providing high quality early learning and family strengthening services located within the boundaries of Ocean View School District.

Memorandum of Understanding Term:

This MOU will be in effect from **November 1, 2016 through June 30, 2017**, with optional renewal in the subsequent year(s), if parties mutually agree and funding and space is available. OVSD will notify OSD of the intent to renew this MOU for 2017-2018 no later than April 1, 2017.

Either party may cancel this MOU at any time by providing sixty (60) calendar days written notice of their intent to terminate this MOU.

Memorandum of Understanding Agreement and Description of Services:

The Ocean View School District agrees to:

1. Provide use of facilities, office equipment (desks, phones, copy machines, etc.) at various locations in the OVSD, including: office space at Ocean View Early Education Center – Squires Drive for Family Strengthening services, a classroom space at Mar Vista Elementary and if possible at other locations as space becomes available for PACT activities. Use of facilities is at no charge to OSD.
2. Permit OSD access to facilities prior to term of agreement in order to prepare work spaces.
3. Reimburse OSD for actual costs incurred in accordance with Exhibit C Line Item Justification – Budget for services rendered as described in Exhibit B Service Provisions. Reimbursement for contract term November 1, 2016 through June 30, 2017 shall not exceed \$79,424.00 based on the term of this agreement and in accordance with Exhibit C and the services in Exhibit B.
4. Enter and report intake and service count data to First 5 Ventura County in the software system designed by First 5.

Oxnard School District agrees to:

1. Implement PACT and Family Strengthening services in accordance with Exhibit B Service Provisions.

2. Invoice OVSD quarterly for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B. Reimbursement for contract term November 1, 2016 through June 30, 2017 shall not exceed \$79,424.00 based on the term of this agreement and in accordance with Exhibit C and the services in Exhibit B.

3. Hire and supervise staff providing PACT and Family Strengthening Services. OSD employment policies and procedures comply with federal and state regulations, including; fingerprinting, TB clearance, child abuse or neglect reporting.

4. Participate in First 5 data collection, research and evaluation studies in accordance with the schedule outlined in Exhibit A Reporting Timeline.

5. Perform outreach in OVSD neighborhoods for enrollment and participation.

6. Defend, indemnify and hold harmless OVSD including all of its board members, employees, agents, and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability against OSD board, employees, or others arising directly or indirectly out of the obligations herein described or undertaken out of operations conducted in whole or in part by OSD.

7. No later than November 1, 2016, provide OVSD with a certificate of Insurance (General Liability, Workman’s Comp, Abuse/Molestation) naming the Ocean View School District as “additional insured”. “Additional Insured” evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.

Accompanying Documents:

Exhibit A Reporting Timeline

Exhibit B Service Provisions

Exhibit C Line Item Justification Budget

 Lisa A. Franz, Director, Purchasing
Oxnard School District

 Date

 Dr. Craig W. Helmstedter
Superintendent

 Date

Reporting Timeline

- *Narrative Progress Reports are due Quarterly*
- *Participant & Service Counts/Data are due monthly*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines*
- *Core Intake forms are due monthly as new families enter programs*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2016 – July 31, 2016	Month 1 Intakes	August 15, 2016
August 1, 2016 – August 31, 2016	Month 2 Intakes	September 15, 2016
September 1, 2016 – September 30, 2016	Month 3 Intakes, Attendance Reports, and Quarter 1 Narrative	October 15, 2016
October 1, 2016 – October 31, 2016	Month 4 Intakes and Attendance Reports	November 15, 2016
November 1, 2016 – November 30, 2016	Month 5 Intakes	December 15, 2016
December 1, 2016 – December 31, 2016	Month 6 Intakes and Quarter 2 Narrative	January 15, 2017
January 1, 2017 – January 31, 2017	Month 7 Intakes	February 15, 2017
February 1, 2017 – February 28, 2017	Month 8 Intakes	March 15, 2017
March 1, 2017 – March 31, 2017	Month 9 Intakes and Quarter 3 Narrative	April 15, 2017
April 1, 2017 – April 30, 2017	Month 10 Intakes	May 15, 2017
May 1, 2017 – May 31, 2017	Month 11 Intakes	June 15, 2017
June 1, 2017 – June 30, 2017	Month 12 Intakes and Quarter 4 Narrative Report	July 7, 2017

Submit to:
 Ocean View Early Childhood Education

Attn: Denise Adams
 Director of Early Childhood Education Programs

Service Provisions

Parent and Child Together Classes:				
Name of Class	Number of parent and children per class	Frequency (classes/per week) and total number of classes	Number of contacts per participant	Location(s)
Parent & Child Together (PACT) (infant/toddler)	8-10 parent/child dyads per cohort, 5 cohorts	1 class per day, 5 days/week	20 contacts per participant	Locations to be identified during planning phase with Ocean View SD

Case Management/ Resource & Referral			
Name of Service	Number of parents served	Number of contacts per participant	Location(s)
Service Coordination/Case Management	45	8	OV Early Education Center – Squires Drive
Triple P Level 3 (Case Managed Families) – Implemented upon training and certification of staff	5	4	OV Early Education Center – Squires Drive
Parent Education Teaching Pyramid – Parent Engagement	30	TBD	Locations to be identified during planning phase with Ocean View SD

Line Item Justification - Budget

	TOTAL COMMISSION FUNDS	MATCHING FUNDS		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES				
Salaries (includes Benefits)				
Project Director (Funded by First 5/Oxnard NfL)	-			-
Family Liaison (1), 0.75FTE - 30 hours per week	39,500.00			39,500.00
Preschool Teacher for PACT (1), .375 FTE - 15 hours per week	19,300.00			19,300.00
Parent Education Workshop Facilitator (1), .25 FTE	8,500.00			8,500.00
Campus Assistants (2) - Childcare for PACT & Workshops (.313 FTE) - 12.5 hours per week	4,000.00			4,000.00
Subtotal Personnel	71,300.00	-	-	71,300.00
II. OPERATING EXPENSES				
Use Facilities, phones, copier, postage - see below			-	-
Office and Program Supplies - Includes initial purchase of PACT and Workshop materials and supplies	2,280.00			2,280.00
Mileage and Professional Development	750.00			750.00
Subtotal Operating	3,030.00	-	-	3,030.00
III. Minor Equipment (under \$5,000)				
Computer equipment for direct service staff	2,000.00			2,000.00
Subtotal Minor Equipment	2,000.00	-	-	2,000.00
IV. OTHER EXPENSES				
Subcontractor(s):				
			-	-
Subtotal Other	-	-	-	-
V. INDIRECT				
Indirect Costs - 3.95% approved school district rate.	3,094.00		-	3,094.00
TOTAL BUDGET	79,424.00	-	-	79,424.00

List and describe cash source(s)*:

Not required per RFQ guidelines.

List and describe in-kind support*:

Not required per RFQ guidelines

OVSD will provide facilities in at least one school site; including use of phones and other office equipment, postage, etc.(except computer equipment). Our efforts will include developing relationships with community partners located in the OVSD boundaries to access facilities adjacent to isolated neighborhoods.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-144 – Butte County Office of Education/California Mini-Corps (Freeman/Thomas)

The California Migrant Mini-Corps Program provides Migrant students in our district with tutoring services. The tutors are hired through, and supervised by the Butte County Office of Education. The tutoring services can occur during the regular school day, summer school, after school, or Saturday school. There is no cost to Oxnard School District for these services.

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Curriculum, Instruction, & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-144 with Butte County Office of Education/California Mini-Corps.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #16-144, Butte County Office of Education/California Mini-Corps (3 Pages)

2016-2017 Fiscal Year

MEMORANDUM OF UNDERSTANDING FOR BUTTE COUNTY OFFICE OF EDUCATION/CALIFORNIA MINI-CORPS AND OXNARD SCHOOL DISTRICT

THIS AGREEMENT is made and entered into, by and between California Mini-Corps, a component of the California Master Plan for Migrant Education, P.L. 98-211, who shall hereafter be referred to as CMC, and Oxnard School District hereafter referred to as District. This agreement is for the purpose of providing California Mini-Corps program services for migrant students in the district. In order to implement and conduct the program during the 2016-2017 fiscal year, CMC and District agree as follows:

UNDER THIS AGREEMENT DISTRICT AGREES TO:

1. Identify the schools to be served by Mini-Corps Tutors where there is an academic need to provide tutorial and progress monitoring services to select migrant students.
2. Distribute recruitment forms to their area staff and high school seniors.
3. Inform the Mini-Corps Coordinator of regional parent meetings.
4. Provide a list of graduating migrant students.
5. Assist in recruiting prospective Mini-Corps Tutors and participate in the interview panel as needed.
6. Inform schools, as needed, that Mini-Corps Tutors meet the NCLB paraprofessional requirement and Department of Justice (DOJ)/Federal Bureau of Investigation (FBI) clearances.
7. Submit a request for Mini-Corps tutors for college/university based and/or special projects with dates of program, work hours, site contact person, etc., if applicable.
8. Collaborate and coordinate with Mini-Corps Coordinator to ensure that tutors assist and participate in educational activities such as Student/Parent Conferences, Saturday Schools, or Leadership Conferences.
9. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
10. Confer with the Mini-Corps Coordinator on the placement, program schedule changes and reassignments of Mini-Corps Tutors during the fiscal year.
11. Notify the Mini-Corps Coordinator of local trainings in which Mini-Corps staff can attend.
12. Notify the Mini-Corps Coordinator of meetings where the Mini-Corps Coordinator's presence is required.
13. Contact the Mini-Corps program when there is a problem impacting the programs.
14. Provide Mini-Corps tutors with instructional material to work with migrant children during special projects or summer programs.
15. Reimburse the CMC for any additional tutor slots and/or hours beyond the allocation stipulated under number 1 below.

UNDER THIS AGREEMENT CMC AGREES TO:

1. Provide 4 or more subject to funding availability to work with migrant children at select schools within the district, during the 2016-17 fiscal year. Most tutors will use DIBELS assessment with select migrant students served. In some cases, 3-12 grade students may be surveyed for the purpose of assessing our program services.

2. Provide the district with a Coordinator that will directly supervise Mini-Corps Tutors assigned to the region and will monitor Tutors' work hours.
3. Ensure the coordinator meets with district administrator or designee to review the placement list and provide program updates as needed.
4. Ensure Mini-Corps Tutors are assigned to work under the direct supervision of a credentialed teacher and preferably in a classroom setting.
5. Provide professional development for Mini-Corps Tutors that will include but it is not limited to:
 - a. A minimum of 54 hours of training.
 - b. A Summer Institute Training in Sacramento in June.
6. Develop all necessary recruitment announcements, posters, brochures, applications, etc.
7. Provide presentation(s) by Mini-Corps College Coordinator and Mini-Corps Tutor(s) at the local sites of the district on the Mini-Corps Program as needed.
8. Recruit former migrant high school students.
9. Recruit, select, and hire the Mini-Corps Tutors.
10. Ensure that all Mini-Corps staff obtains DOJ/FBI clearances before they are assigned at a school. If necessary, provide verification letters of fingerprint clearances to the district.
11. Ensure all Mini-Corps staff is covered under workmen's compensation.
12. Ensure that all Mini-Corps Tutors meet the No Child Left Behind (NCLB) requirements.
13. Work with Priority for Service (PFS) and other migrant students and be involved in traditional and non-traditional school activities.
14. Work cooperatively with district designee in making Mini-Corps Tutor placements during the fiscal year.
15. Communicate with designated staff regarding any problems or issues with Mini-Corps Tutor placements.
16. Take immediate action to remedy any problems regarding Mini-Corps program at all placement sites.
17. Supervise, observe, and monitor Mini-Corps Tutors that are providing instructional services to migrant students.
18. Complete an evaluation of the Mini-Corps Tutor with input from the master teacher for school year and summer program.
19. The Mini-Corps College Coordinator and Mini-Corps Tutors will attend local in-service trainings conducted by the region if needed.
20. Provide information to the district regarding Mini-Corps activities.
21. Meet with district staff as needed.
22. Schedule and provide presentations to Migrant Parent Advisory Council(s) if needed.
23. Schedule state staff business meetings and training sessions for the Mini-Corps College Coordinators.
24. Invoice the district for any additional tutor slots beyond the allocation in item number 1 above. Mini-Corps will provide region with progress report from DIBELS assessment.
25. CMC agrees to defend and hold Oxnard School District and its officers, agents and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs, including all costs of defense thereof, caused by arising out of, or in any way related to "CMC's" actions or omissions in the performance of this agreement. Mini-Corps shall maintain a liability insurance policy in amounts of not less than \$5 million per occurrence for bodily injury and \$5 million for property less than thirty (30) days notice of cancellation or material charge. A certificate of insurance stating these conditions shall be issued to Oxnard School District by Mini-Corps' insurance carrier. Such insurance shall be maintained with insurance carriers licensed to transact business in the State of California, which carries shall be reasonably satisfactory to Oxnard School District. At the inception of the Agreement, CMC shall

furnish to Oxnard School District a certificate of insurance or other evidence that such insurance is in effect.

California Mini-Corps

Oxnard School District

BY: Juana Zamora
Juana Zamora, Mini-Corps Director

BY: _____
Authorized Signature

Date: 5-11-16

Title: _____

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
 X **Enrichment**
____ **Special Education**
____ **Support Services**
____ **Personnel**
____ **Legal**
____ **Facilities**
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #16-141– Ventura County Arts Council (Freeman/Ordaz)

A music instructor will provide vocal and instrumental instruction to students at Rose Avenue School, one day per week, during the 2016-2017 school year.

FISCAL IMPACT:

\$5,760.00 – LCFF - Targeted

RECOMMENDATION:

It is the recommendation of the Interim Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-141 with Ventura County Arts Council.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #16-141, Ventura County Arts Council (1 Page)
Certificate of Insurance (2 Pages)



Ventura County Arts Council
646 County Square Drive, Suite 154, Ventura, CA 93003-0436
(805) 658-2213 (805) 658-2281
vcarts@pacbell.net www.vcartscouncil.org

MEMORANDUM OF UNDERSTANDING BETWEEN
VENTURA COUNTY ARTS COUNCIL AND OXNARD SCHOOL DISTRICT
TO FACILITATE OXNARD MUSIC ADVOCACY GROUP (OMAG) CONSULTANCIES

This Memorandum of Understanding (MOU) is entered into by the VENTURA COUNTY ARTS COUNCIL (VCAC) and OXNARD SCHOOL DISTRICT (OSD) to facilitate the Oxnard Music Advocacy Group consultancies 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 Oxnard Music Advocacy Group (OMAG) consultancies in the following school:

Rose Avenue Elementary not to exceed \$5,760.00

Disperse fees received by VCAC from OSD designated to pay the stipends to the OMAG Independent Music Consultants who submit a VCAC Invoice signed off by the OSD principal who requested the residency.

- 2. Name OSD additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2017

OSD will:

- 1. Be solely responsible for making all arrangements with the OMAG Independent Music Consultants, including but not limited to, specified times and dates for the consultancies, provide a location for the consultancy, and approve the subject matter for the consultancy.
2. OSD Principals 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 OMAG Independent Music Consultants 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, 2017

This MOU is for Oxnard Music Advocacy Group (OMAG) consultancies from October 20, 2016 to June 30, 2017, 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2016

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

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

PRODUCER <i>McDaniel Insurance Services LLC</i> P.O. Box 1294 Ojai, CA 93024-1294 CA DOI #0K28791	CONTACT NAME: Patricia (Patt) McDaniel PHONE (A/C, No, Ext): 805-646-9948, 800-400-7288 FAX (A/C, No): 805-646-9976 E-MAIL ADDRESS: mcins@west.net PRODUCER CUSTOMER ID #:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Nonprofits' Insurance Alliance of California</td> <td></td> </tr> <tr> <td>INSURER B:</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: Nonprofits' Insurance Alliance of California		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED VENTURA COUNTY ARTS COUNCIL 646 County Square Drive #154 Ventura, CA 93003-0436														

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			2016-09180-NPO	3/6/2016	3/6/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			2016-09180-NPO	3/6/2016	3/6/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			2016-09180-NPO	3/6/2016	3/6/2017	AGGREGATE / COMMON CAUSE 1,000,000 / 1,000,000

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

The certificate holder is additional insured as required under a written contract, lease or agreement regarding occasional meetings per CG 20 26 04 13, as their interest may appear.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
6	

© 1988- 2009 ACORD CORPORATION. All rights reserved.

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

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <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. 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 style="text-align: center;">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>
--

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____

- Agreement Category:**
____ Academic
____ Enrichment
X Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities

- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #16-145 – Children’s Therapy Network Inc. (Freeman/Sugden)

Children’s Therapy Network Inc. will provide supplemental staffing to the Oxnard School District on an “as needed” basis. Children’s Therapy Network Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Children’s Therapy Network will provide the following supplemental staffing/services upon request:

- Speech Language Therapist
- Physical Therapist
- Occupational Therapist
- Recreational Services
- Licensed Assistant
- Evaluations/Assessments

FISCAL IMPACT:

Billed cost will be “as needed” based on attached Fee Schedule – Special Education Funding

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-145 with Children’s Therapy Network Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #16-145, Children’s Therapy Network (7 Pages)



**CHILDREN'S THERAPY NETWORK, INC.
1234 EAST MAIN STREET
VENTURA, CA 93001
805-667-8200 PHONE ~ 805-667-8201 FAX**

AGREEMENT FOR CONSULTATION SERVICES

This agreement, made and entered into this first day of October 19, 2016 by Children's Therapy Network, Inc., hereinafter called "Consultant" and Oxnard School District, hereinafter called "OSD".

RECITALS

Whereas, Consultant is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and OSD require these services and advice, and whereas OSD has a need for such specialized services; now therefore OSD and Consultant mutually agree as following:

A. Services to be provided by Consultant

- a. Consultant will render the services described below:
Consultant shall perform evaluations, advisory and consulting services in **Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreation Therapy and licensed assistant** and will provided services for clients with such needs according to the students Individualized Plan. This includes the attendance of any and all schedule meeting in regard to the client and any report thereof.
- b. Consultant will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of OSD, and the means or manner by which such result is to be accomplished,
- c. If Consultant is a regular employee of a public entity, all services which Consultant renders under this agreement will be performed at times other than Consultant's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.

B. Terms of Agreement

- a. The agreement shall be for a period beginning October 19, 2016 through July 30, 2017.
- b. Upon a showing of good and sufficient cause by Consultant, OSD may, at its discretion, grant such extensions of time as it may deem advisable; provided, however, OSD shall not be obligated to pay consultant any additional consideration if such an extension of time has been granted unless Consultant undertakes additional services, in which instance the consideration shall be implemented as OSD and Consultant shall agree.

C. Services to be provided by OSD

- a. OSD will prepare and furnish to Consultant upon request such information as is reasonable necessary to the performance of Consultant's work under this agreement.

D. Consultant's Fee and Payment Thereof

- a. OSD will pay Consultant for services rendered under this agreement the amount or amounts set forth below on the payment terms set forth below:
 1. In consideration of the services to be rendered by the Consultant, OSD agrees to pay to the Consultant a fee at the rate of \$95.00 per discipline service and \$75.00 for recreation therapy. For an evaluation a fee rate of \$390.00 per discipline service. Consultant's fees shall be paid monthly by OSD upon receipt of invoice detailing the fees incurred for the previous month.
 2. All services rendered by Consultant must be in accordance with the student's Special Education referral or IEP.
 3. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that dictated within student IEP's or referrals and that were not provided due to administrator error or unavailability. Compensatory services will not to be issued when a student fails to take advantage of a service as offered.

5. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this agreement, OSD determined, at OSD's sole discretion, that Consultants services are or have become unsatisfactory, or if at any time during the performance of this agreement OSD determined at its sole discretion, to suspend indefinitely or abandon the work under this agreement, OSD shall have the right to cancel this agreement and terminate the performance of Consultant's service hereunder. In the event of such cancellation, OSD shall give written notice to Consultant of its intention to cancel thirty (30) days in advanced of the effective date of the cancellation. If Consultant is unable to perform services set forth on this agreement, a call must be made within five (5) working days to notify and a written notice by Consultant of their intent to cancel this agreement will be sent thirty (30) days in advance of the effective date of the cancellation.
- b. If the cancellation is the result of OSD's decision to suspend indefinitely or abandon the work under this agreement, OSD shall be obligated to pay Consultant only for those services performed by Consultant through the effective date cancellation to termination.

6. Hold Harmless

- a. Consultant hereby agrees to save and hold harmless OSD and its department, agencies, officers or employees from all sums which OSD or any of its department, agencies, officers, may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by Consultant and ceased error, omission, or act of Consultant or any person employed by him or her or of any others for whose acts Consultants are legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

7. Miscellaneous

- a. Insurance – Consultant shall maintain professional liability insurance in the amount of at least \$1,000,000.00 covering Consultant and the practice. Consultant shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this contract. In the event any coverage required this contract is cancelled for any reason OSD shall be given thirty (30) days notice of such cancellation from either the insurer, Consultant, or both.
- b. Indemnification – OSD will relieve and indemnify Consultant, their agents and employees from liability to third parties for any loss, cost, claim, damage, or expense arising as a result or consequences of the alleged negligence of OSD, its officers, agents, and employees.

8. Special Provisions

- a. Consultant shall comply with all federal, state and local laws and ordinances applicable to such work.
- b. This agreement may be amended by the mutual written consent of the parties.

Contractor:

Children's Therapy Network Inc.
DBA Cooperative Therapy Network
1234 E Main Street
Ventura Ca. 93001

Agency:

Oxnard School District
1051 South A Street
Oxnard, CA 93030

Contractor Signature and Title

Agency Signature and Title
Lisa A. Franz, Director, Purchasing

Date:

Date:

ADDENDUM TO OXNARD SCHOOL DISTRICT

This Addendum (this "**Addendum**") is entered into by Children's Therapy Network, Inc., a California corporation ("**CTN**"), and Oxnard School District ("**Recipient**"), and is an addendum to and supplements that certain agreement between CTN and Recipient dated October 19, 2016 ("**Contract**"), whereby CTN will provide certain services to Recipient.

In consideration of the mutual promises, covenants, conditions, obligations, representations and warranties set forth in the Contract, and for other good and valuable consideration, which is hereby acknowledged, in addition to those terms and conditions set forth in the Contract, the parties hereby agree to be subject to the following terms:

1. **Non-Interference.** Recipient acknowledges that CTN has or will recruit, train and employ or contract with therapists, aides and/or other persons for providing services to Recipient under the terms of the Contract. Recipient acknowledges that this is a costly and time-consuming endeavor and the parties wish to protect CTN from the unfair exploitation of CTN's efforts and services. If Recipient, during the term of the Contract or within one (1) year following the termination of the Contract, directly or indirectly employs any person who shall have been employed or contracted with CTN and performed services for Recipient, then Recipient shall pay CTN the sum of Six Thousand Dollars (\$6,000) per person, which sum accurately reflects the reasonable value of CTN's time and costs.

2. **Integration.** This Addendum is made a part of the Contract as if set forth in full therein.

3. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, a fully executed Addendum, binding on the parties hereto. The signature on any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of the Contract.

Children's Therapy Network, Inc., a
California corporation

By: 
Cassandra Woods-Peirce, DPT, PT, CEO

Oxnard School District

By: _____
Print Name: Lisa A. Franz
Title: Director, Purchasing



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION

Date: January 26, 2016
 Site Administrator: Cassandra Woods
 Nonpublic Agency: Children's Therapy Network, Inc.
 NPA ID: 1A-56-020
 Site Address: 1234 East Main Street
 City: Ventura CA 93001

Maximum Capacity: 75

2016 CERTIFICATION STATUS:

Amended

APPROVED

EFFECTIVE DATES:

January 01, 2016 *through* December 31, 2016

Authorized Sites to Serve:

LEAs NPA Sites NPS Site Virtual Services

Authorized to Provide the Following Related Services:

- | | | |
|--|---|--|
| <input type="checkbox"/> Adaptive PE | <input type="checkbox"/> Low Incidence | <input type="checkbox"/> Recreational Services |
| <input type="checkbox"/> Audiological Services | <input checked="" type="checkbox"/> Language Speech Development and Remediation | |
| <input type="checkbox"/> Assistive Technology Services | <input type="checkbox"/> Music Therapy | <input type="checkbox"/> Specialized Driver Training Instruction |
| <input type="checkbox"/> Behavior Intervention Design Planning | <input type="checkbox"/> Nonmedical Care Room and Board | <input type="checkbox"/> Social Worker |
| <input type="checkbox"/> Behavior Intervention Implementation | <input type="checkbox"/> Orientation and Mobility Instruction | <input type="checkbox"/> Transcriber Services |
| <input type="checkbox"/> Counseling and Guidance | <input checked="" type="checkbox"/> Occupational Therapy | <input type="checkbox"/> Vision Services |
| <input type="checkbox"/> Early Education | <input type="checkbox"/> Parent Counseling and Training | <input type="checkbox"/> Vocational Education/Career Development |
| <input type="checkbox"/> Educational Interpreter | <input type="checkbox"/> Psychological Services | Other Services Authorized: |
| <input type="checkbox"/> Health and Nursing Services | <input checked="" type="checkbox"/> Physical Therapy | |

2017 NPA SPECIAL EDUCATION AND RELATED FEES

Children's Therapy Network Inc.

9/15/2016

NPA Name

Date

State the fees charged for each related service identified on the NPA01 worksheet.

Services and Related Services	Service Abbreviation	Fees			Time Allotment (i.e. per hour, day, or month?)
		Individual	Group	Consult	
Adapted Physical Education	APE				
Assistive Technology Services	ATS				
Audiological Services	AS				
Behavior Intervention – Design or Planning	BID				
Behavior Intervention – Implementation	BII				
Counseling and Guidance Services	CG				
Early Education Programs for Children with Disabilities	EE				
Health and Nursing Services	HNS				
Language and Speech Development and Remediation	LSDR	\$125.00	65.00 per child	\$125.00	per hour
Music Therapy	MT				
Non-Medical Care & Room and Board	NMCRB				
Occupational Therapy Services	OT	\$125.00	65.00 per child	\$125.00	per hour
Orientation and Mobility Instruction	OM				
Parent Counseling and Training	PCT				
Physical Therapy Services	PT	\$125.00	65.00 per child	\$125.00	per hour
Psychological Services Other Than Assessment and IEP Development	PS				
Recreation Services	RS	\$95.00	55.00 per child	\$95.00	per hour
Social Worker Services	SW				
Specialized Driver Training Instruction	SDTI				
Specialized Services for Low Incidence (MUST Identify Below)	LI				
<i>Briefly name Low Incidence:</i>					
Specially Designed Vocational Education and Career Development	VECD				
Transcriber Services	TS				
Vision Services	VS				
Other Related Service (MUST Identify Below)*	OTH*				
<i>Name Other Service:</i>					

* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04b of this application packet.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/19/16

- Study Session: _____
 - Closed Session _____
 - A-1. Preliminary _____
 - A-II. Reports _____
 - B. Hearings _____
 - C. Consent Agenda _____
- Agreement Category:**
- _____ Academic
 - _____ Enrichment
 - Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
 - F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Amendment #1 to Agreement #16-43 - Assistance League, Non-Public School, NPS (Freeman/Sugden)

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-43 with Assistance League for Non Public School (NPS) services for 5 Kindergarten students for the 2016-2017 school year, in the amount of \$48,000.00

The actual cost for services has not changed. The amendment is necessary to reflect a correction to the students receiving services.

Grade: K (5)

MC010711	GH052311
AL092711	MM110311 - <i>remove</i>
CR080611	KM110311 - <i>add</i>

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #16-43 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Assistance League (1 Page)
Agreement #16-43, Assistance League (4 Pages)

**AMENDMENT #1 TO AGREEMENT #16-43 with
ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL
October 19, 2016**

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-43 with Assistance League, for Non-Public School services for 5 Kindergarten students for the 2016-2017 school year, in the amount not to exceed \$48,000.00.

The actual cost for services has not changed. The change is necessary to reflect a correction in one of the students that was identified incorrectly.

Student added: KM110311

Student removed: MM110311

ASSISTANCE LEAGUE, NON-PUBLIC SCHOOL, OXNARD, CA:

By: _____
Victoria Elliott, Director

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-43

THIS AGREEMENT, made and entered into this 3rd day of August 2016 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: K (5)

MC010711

GH052311

AL092711

MM110311

CR080611

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 **2016-2017** school year at a cost of \$800 per month, per student, for 12 months each, beginning August 2016, including Extended School Year (ESY) through July 2017; amount not to exceed **\$48,000.00.**

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 **\$48,000.00** for students listed on page one of this Agreement #16-43.

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 Workers' Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change.

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/19/16

- Study Session: _____
 - Closed Session _____
 - A-1. Preliminary _____
 - A-II. Reports _____
 - B. Hearings _____
 - C. Consent Agenda _____
- Agreement Category:**
- _____ Academic
 - _____ Enrichment
 - Special Education**
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
 - F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-135 - Assistance League, Non-Public School, NPS (Freeman/Sugden)

Requesting ratification for Non Public School (NPS) services for the students listed below for the 2016-2017 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 (3)

AH082913
AM082113
NV010312

FISCAL IMPACT:

Tuition Pre-K: \$785 monthly rate x 3 students x 12 months = \$28,260.00
(Including Extended School Year; ESY)

Grand Total: **\$28,260.00** - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-135 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-135, Assistance League (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-135

THIS AGREEMENT, made and entered into this 19th day of October 2016 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: Pre-K (3)

AH082913

AM082113

NV010312

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2016--2017** school year at a cost of \$785.00 per month, per student, for 12 months each, beginning August 2016, including Extended School Year (ESY) through July 2017; amount not to exceed **\$28,260.00.**
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 **\$28,260.00** for students listed on page one of this Agreement #16-135.

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 Workers' Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change.

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
X Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-136 - Assistance League, Non-Public School, NPS (Freeman/Sugden)

Requesting ratification for Non Public School (NPS) services for the students listed below for the 2016-2017 school year, including Extended School year. The Non Public School will provide a program of instruction which is consistent with the pupils' individual educational plan as specified in the individual service agreement.

Grade: K (1)

FB110110

FISCAL IMPACT:

Tuition K: \$800 monthly rate x 1 student x 12 months = \$9,600.00
(including Extended School Year; ESY)

Grand Total: **\$9,600.00** - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-136 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-136, Assistance League (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #16-136

THIS AGREEMENT, made and entered into this 19th day of October 2016 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: KDG (1)

FB110110

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2016--2017** school year at a cost of \$800 per month, per student, for 12 months each, beginning August 2016, including Extended School Year (ESY) through July 2017; amount not to exceed **\$9,600.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$9,600.00** for students listed on page one of this Agreement #16-136.

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 Workers' Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change.

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
 X **Special Education**
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #16-142 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2016-2017 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students 2016-2017:

AA120506	\$31,941.57	OL083008	\$31,187.66
EC092902	\$11,453.68	AR080310	\$40,098.00
ME011011	\$11,138.45	KR071607	\$ 4,189.50 <i>(includes bus aide)</i>
MG021504	\$38,839.12	PY010904	\$38,839.18
BL091503	\$18,252.33		

FISCAL IMPACT:

\$225,939.49 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-142 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$225,939.49.

ADDITIONAL MATERIAL(S):

Attached: Agreement #16-142, Ventura County Office of Education (9 Pages)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective March 21, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
AA120506

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/21/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (3/21/16-6/30/16)	UPCOMING: <u>2016-2017</u> (8/23/16-3/21/17)
(including ESY, if applicable)	\$ _____	+ \$ <u>31,941.57</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: 5/26/16

Estimated Cost \$ 31,941.57 for fiscal year 16-17

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective October 8, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
EC092902

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day and bus aide.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/8/2015 [bus aide 3/15/16] (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u>	UPCOMING: <u>2016-2017</u>
	()	(8/26/16-10/8/16)
(including ESY, if applicable)	\$ _____	+ \$ <u>11,453.68</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 5/26/16

Estimated Cost \$ 11,453.68

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 2, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

ME011011

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Williams Pre-school a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/2/2015 (IEP date=1/12/15 and 1/12/16), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (12/2/15-6/30/16)	UPCOMING: <u>2016-2017</u> (8/23/16-1/12/17)
(including ESY, if applicable)	\$ _____	+ \$ <u>11,138.45</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 5/26/16

Estimated Cost \$ 11,138.45 for fiscal year 16-17

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective April 30, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
MG021504

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 390 min daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 4/30/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2015-2016</u> (including ESY, if applicable) \$ _____	+	UPCOMING: <u>2016-2017</u> (8/17/2016-4/30/2016) \$ <u>38,839.12</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____

[Signature]
Special Education Authorized Representative

Title: _____

Approved By: _____

[Signature]
Business Services Authorized Representative

Date: _____

Date: _____

8/4/16

Estimated Cost \$ 38,839.12 (2016-2017 Fiscal Year)

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 18, 2015 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
BL091503

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/18/2015 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (12/18/15-6/30/15)	UPCOMING: <u>2016-2017</u> (8/23/16-12/18/15)
(including ESY, if applicable)	\$ _____	+ \$ <u>18,252.33</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 5/26/16

Estimated Cost \$ 18,252.33 for fiscal year 16-17

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective January 15, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

OL083008

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/15/2016 (IEP date= 3/19/15), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (1/15/16-6/30/16)	UPCOMING: <u>2016-2017</u> (8/23/16-3/19/17)
(including ESY, if applicable)	\$ _____	+ \$ <u>31,187.66</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

Signature Lisa A. Franz

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: [Signature]
Business Services Authorized Representative

Date: 5/26/16

Estimated Cost \$ 31,187.66 for fiscal year 16-17

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective May 31, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

AR080310

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 330 min daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/31/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u>	UPCOMING: <u>2016-2017</u> (8/17/2016-5/31/2017)
(including ESY, if applicable)	\$ _____	+ \$ <u>40,098.00</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 8/6/14

Estimated Cost \$ 40,098.00 (2016-2017 fiscal year)

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective May 2, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.
KR071607

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services. Bus aide to and from school, 120 min a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/2/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u>	UPCOMING: <u>2016-2017</u> (8/22/2016-5/2/2017)
(including ESY, if applicable)	\$ _____	+
		\$ <u>4,189.50</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 8/4/16

Estimated Cost \$ 4,189.50 (2016-2017 Fiscal Year)

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective April 13, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

PY010904

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Triton Academy a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services services throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 4/13/2016 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2015-2016</u> (4/13/16-6/30/16)	UPCOMING: <u>2016-2017</u> (8/23/16-4/13/17)
(including ESY, if applicable)	\$ _____	+ \$ <u>38,839.18</u>

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 5/26/16

Estimated Cost \$ 38,839.18 for fiscal year 16-17

Please submit **two** original copies Oxnard School District-Purchasing Department

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. **Action Items**
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Ratification of Amendment #004 to Agreement #12-240 with Dougherty + Dougherty Architects to provide additional Architectural Services for the Harrington School Fence Project 2016 (Morales/Cline/CFW)

At the Board meeting of June 3, 2013, the Board of Trustees approved Agreement #12-240 authorizing an architectural services contract between Dougherty + Dougherty Architects (“D+D”) and the District for the Harrington Elementary School Re-Construction Project (Harrington E.S.) in the sum of One Million One Hundred Twenty-Five Thousand and Thirty-Seven Dollars and No Cents (\$1,125,037.00).

At the Board Meeting of May 12, 2014, the Board of Trustees approved Amendment #001 in the amount of Fifty-Nine Thousand Seven Hundred Fifty Dollars and No Cents (\$59,750.00) for D+D Architects to perform additional design services related to the addition of the Harrington E.S. Interim Pre-School to the Harrington Elementary School Reconstruction Project.

At the Board meeting of June 3, 2015, the Board of Trustees approved Amendment #001-A in the amount of One Hundred Eight Thousand Five Hundred Dollars and No Cents (\$108,500.00), for design services for the Harrington Early Childhood Development Center.

At the Board meeting of December 9, 2015, the Board of Trustees approved Amendment #2 in the amount of Forty Thousand Nine Hundred Forty Dollars and No Cents (\$40,940.00) which included: (\$7,800.00) to adjust and incorporate additional scope for the Early Childhood Development Center, (\$14,000.00) for structural engineering related to the partial demolition and structural engineering for Building 4, and (\$19,140.00) for the perimeter fencing design at Harrington Elementary School.

At the Board meeting of August 3, 2016, the Board of Trustees ratified Amendment #003 in the amount of Eight Thousand Six Hundred Seventy Dollars and No Cents (\$8,670.00) which included: (\$3,960.00) preparation of DSA paperwork and addressing requests for information, and (\$4,710.00) for electrical engineering related to the addition of five (5) parking lot light poles and related conduit.

Also at the Board meeting of August 3, 2016, the Board of Trustees approved the Rejection of Informal Bid Award for Bid #16-INF-01, Harrington School Fence Project 2016. The District received one response from the group of three contractors who participated in the Mandatory Pre-Bid Meeting. The Bid received was significantly over the District Budget for the Project.

On August 4, 2016 District Administration along with CFW met with a representative from Dougherty + Dougherty Architects for a review of the Harrington Fence Project Design to explore options for value engineering. Revisions to the drawings were determined, including the required number of Project site visits from the Architect for the Harrington School Fence Project 2016. Dougherty +Dougherty Architects delivered their proposal for additional services on August 17, 2016 in the amount of Five Thousand Six Hundred Forty Dollars and No Cents (\$5,640.00) and Amendment #004 is now presented for the Board's approval.

Total amendments to the D+D Architectural Services Agreement equal: Two Hundred Twenty - Three Thousand Five Hundred Dollars and No Cents (\$223,500.00), or Twenty Percent (20%) of the Original Architectural Services Agreement.

FISCAL IMPACT:

Five Thousand Six Hundred Forty Dollars and Zero Cents (\$5,640.00) – Measure R funds

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent of Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc, that the Board of Trustees ratify Amendment #004 to Agreement #12-240 for additional Architectural Services for the Harrington Elementary School Reconstruction Project

ADDITIONAL MATERIAL(S):

- Amendment #004 (3 Pages)
- Proposal (2 Pages)
- Amendment #003 (3 Pages)
- Amendment #002 (3 Pages)
- Amendment # 001-A (2 Pages)
- Amendment #001 (2 Pages)
- Agreement #12-240, Dougherty + Dougherty Architects (76 Pages)

**Amendment No. 004 to Architect
Services Agreement No. 12-240**

The Architect Services Agreement No. 12-240 (“Agreement”) entered into on June 26, 2013, by and between the Oxnard School District (“District”) and Dougherty + Dougherty Architects, LLP (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 003 to the Architectural Services Agreement No. 12-240 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 4 of the District’s Facilities Implementation Plan, otherwise referred to as the Harrington K-5 Reconstruction Project (“Project”);

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the New Harrington Elementary School K-5 campus which has been completed and Closed out with #1 Certification from DSA;

WHEREAS, upon consideration of the proposed new Project for the addition of perimeter fencing, and the timing of those modifications, the District requires amending the scope of work of D+D Architects to design, engineer and coordinate the completion of the perimeter fencing work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the 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 the Project is expanded to include the addition of a separate perimeter fencing improvement Project. The proposed amendment contemplates all design work related to the design and engineering of the work, and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all

work associated with certified close-out of the Fencing Project.

The Parties agree to amend SECTION 4 of the Agreement by adding the following language:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit H hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit H shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2b to the Agreement as follows:

SECTION 5.2b Additional Compensation for Harrington Elementary School Fence Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit “H” thereto, with respect to the Amended Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Amended Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

A. Additional Architectural Services for Harrington E.S. Campus Fence Design Revisions

- Task 1: Revise plans & details – 8 Hrs. at blended rate of \$140/Hr. \$1,120.00
- Task 2: Revise specifications – 4 Hrs. at blended rate of \$140/Hr. \$ 560.00
- Task 3: Three site visits through bidding & construction – 24 Hrs. at a rate of \$165/Hr. \$3,960.00

Five Thousand Six Hundred Forty Dollars and No Cents (\$5,640.00)

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No. 12-240 entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit “H” hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 004 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

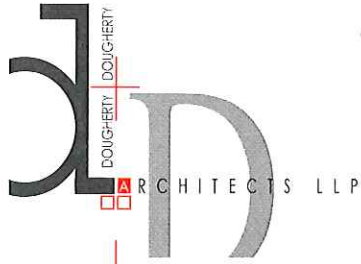
By: _____
Lisa A. Franz, Director, Purchasing

Date:

DOUGHERTY + DOUGHERTY ARCHITECTS, LLP:

By: _____
Brian Dougherty, Principal

Date:




ARCHITECTURE
PLANNING
INTERIORS

3194D

Airport Loop
Costa Mesa
California
92626-3405

714.427.0277 

714.427.0288 

WWW.dDARCHITECTURE.COM

August 17, 2016

Mr. Ed Westland
Caldwell Flores Winters
1901 South Victoria Avenue, No. 106
Oxnard, CA 93035

Re: Proposal for Additional AE Services for Harrington Elementary School – Campus Fence Design Revisions
21336.30

Dear Mr. Westland:

Pursuant to your request we respectfully submit this proposal to provide our services to revise the design of the perimeter fence and gates to enclose the new school campus in accordance to our meeting on August 4, 2016 attended by CFW and District staff. The original fence design incorporated decorative panels which the District wishes to remove to reduce the construction cost of the project.

Our services will include the following tasks:

- **Task 1:** Revise plans, details and elevations to replace decorative panels with a decorative steel picket fence.
- **Task 2:** Revise specifications replacing applicable sections to conform to revised design.
- **Task 3:** Provide a maximum of three site visits through bidding and construction.

Professional services include architectural discipline effort only. Professional services by any other discipline including but not limited to structural, civil and landscape are excluded from this proposal. Cost estimating is also excluded for this proposal; it is anticipated that design revisions requested will reduce project costs to meet budgetary criteria set up by the District.

Given the scope of the revisions, our proposal assumes that DSA review of these changes will not be required but can be provided under a separate authorization if required by DSA and/or the project inspector. Upgrades and/or revisions to existing construction triggering DSA review are not anticipated nor included in this proposal.

Our proposal also assumes that the project will be bid and constructed through November 2016.

Fees for the services indicated above shall be a stipulated lump sum of **\$5,640 (five thousand six hundred and forty dollars)** estimated per the following breakdown:

Architecture	\$1,120	(Task 1: 8 hrs at blended rate of \$140/hr)
	\$ 560	(Task 2: 4 hrs at blended rate of \$140/hr)
	\$3,960	(Task 3: 24 hrs at a rate of \$165/hr)
Total	\$5,640	

Harrington Elementary School
Oxnard School District
August 17, 2016
Page 2 of 2



We look forward to the opportunity to continue to serve the needs of the District on this project. Please contact our office if you have any questions about this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Diego Matzkin". The signature is written in a cursive style and is circled in blue.

Diego Matzkin, AIA
Project Manager

Cc: Brian Dougherty, FAIA

**Amendment No. 003 to Architect
Services Agreement No. 12-240**

The Architect Services Agreement No. 12-240 (“Agreement”) entered into on June 26, 2013, by and between the Oxnard School District (“District”) and Dougherty + Dougherty Architects, LLP (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 003 to the Architectural Services Agreement No. 12-240 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 4 of the District’s Facilities Implementation Plan, otherwise referred to as the Harrington K-5 Reconstruction Project (“Project”);

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the New Harrington Elementary School K-5 campus;

WHEREAS, upon consideration of the proposed modifications to the new parking lot area, the timing of those modifications, the District requires amending the scope of work of D+D Architects to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the 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 the Project is expanded to include the addition of parking lot lighting improvements. The proposed amendment contemplates all design work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to amend SECTION 4 of the Agreement by adding the following language:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit H hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit H shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2b to the Agreement as follows:

SECTION 5.2b Additional Compensation for Harrington Elementary School Reconstruction Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "H" thereto, with respect to the Amended Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Amended Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

- A. Three Thousand Nine Hundred Sixty Dollars and No Cents (\$3,960.00) for the adjusting of the scope of the Harrington Elementary School Re-Construction project and incorporating the additional scope including: document preparation required for DSA submittal and review, and issuance to the general contractor for construction; submittal as required to DSA as a CCD; review of DSA comments and incorporation of corrections for final DSA approval; and provide construction support by addressing requests for information and review of additional documents provided by the contractor for review and approval.**
- B. Four Thousand Seven Hundred Ten Dollars and No Cents (\$4,710.00) for Electrical engineering related to the addition of five (5) parking lot light poles and related conduit.**

The combined sum for the additional services total:

Eight Thousand Six Hundred Seventy Dollars and No Cents (\$8,670.00)

The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No. 12-240 entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "H" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

Amendment No. 2 to Architect Services Agreement No. 12-240

The Architect Services Agreement No. 12-240 ("Agreement") entered into on June 26, 2013, by and between the Oxnard School District ("District") and Dougherty + Dougherty Architects, LLP ("Architect"), is hereby amended by the Parties as set forth in this Amendment No. 2 to the Architectural Services Agreement No. 12-240 ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 4 of the District's Facilities Implementation Plan, otherwise referred to as the Harrington K-5 Reconstruction Project ("Project");

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the modification of existing permanent structures at Harrington to be re-used as an Early Childhood Development Center at Harrington ("ECDC"), more specifically described in a vision statement approved by the Board of Trustees;

WHEREAS, upon consideration of the proposed modifications to the existing permanent structures, the timing of those modifications and the required re-scoping of the demolition work proposed as a part of the Harrington K-5 Re-Construction Project, the District requires amending the scope of work of D+D Architects to coordinate and phase the completion of the new school and the work contemplated by the ECDC Project;

WHEREAS, the re-use of the existing Building 4 will require additional structural reinforcing in order to demolish a portion of the building and salvage the remaining portions of the building;

WHEREAS, the Board desires to include in the scope of d+D Architect's scope a master fencing program for the completed school site for Board consideration and approval;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the 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 the Project is expanded to include those improvements previously included as a part of Phase 3 of the Harrington reconstruction project that have been identified to be removed or de-scoped from Phase 3, more fully identified and depicted in Exhibit "A.1", and incorporated and re-scoped into the ECDC Project Scope of Work for purposes of providing an effective and efficient transition from the existing school and interim preschool facilities into the new Harrington K-5 School and Harrington Early Childhood Development Center. The proposed amendment contemplates all design work related to the de-scoping and re-scoping of work, the preparation of a Construction Change Directive ("CCD") and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to amend SECTION 4 of the Agreement by adding the following language:

The definition of Basic Services is expanded to include the deliverables and submittals set forth herein, provided for under the original Agreement between the Parties and those identified in Exhibit G hereto, where not inconsistent with the original Agreement or this Amendment. Terms used in Exhibit G shall have the same meaning as those terms are defined in the Agreement.

The Parties agree to add a new SECTION 5.2b to the Agreement as follows:

SECTION 5.2b Additional Compensation for ECDC revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "B" thereto, with respect to the Amended Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Amended Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

- A. Seven Thousand Eight Hundred Dollars and No Cents (\$7,800.00) for the adjusting the scope of the Harrington Re-Construction project and incorporating additional scope to the Early Childhood Development Center Project including coordination of scope, phasing, irrigation and DSA submittal and approval;**
- B. Fourteen Thousand and No Cents (\$14,000.00) for structural engineering related to the partial demolition and structural engineering for Building 4; and,**
- C. A fee not to exceed Nineteen Thousand One Hundred and Forty Dollars and No Cents (\$19,140.00) for a fencing plan to be billed at an hourly rate.**


The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No. 12-240 entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit "G" hereto, are stricken for all

purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

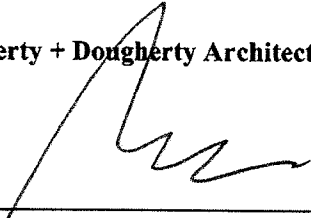
IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 2 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT

By: 
_____ Dr. Cesar Morales

1-13-16
Date: _____

Dougherty + Dougherty Architects, LLP

By: 
_____ Brian Dougherty, Principal

11.16.15
Date: _____

COIA

**Amendment No. 1 to Architect
Services Agreement No. 12-240**

The Architect Services Agreement No. 12-240 (“Agreement”) entered into on June 26, 2013, by and between the Oxnard School District (“District”) and Dougherty + Dougherty Architects, LLP (“Architect”), is hereby amended by the Parties as set forth in this Amendment No. 1 to Architectural Services Agreement No. 12-240 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Project No. 4 of the District’s Facilities Implementation Plan, otherwise referred to as the Harrington K-5 Reconstruction Project (“Project”);

WHEREAS, the Architect has completed the design work for the Project and has submitted the construction documents to the Division of the State Architect (“DSA”) for review and approval;

WHEREAS, the Board of Trustees has considered the vision statement for the Early Childhood Development Center at Harrington (“ECDC”) and has directed CFW to proceed with the design of the ECDC;

WHEREAS, the Board recognizes that there are schedule, design efficiencies and construction that may be achieved by amending the existing contract with Architect to include the additional ECDC work because of Architect’s familiarity with the site, ongoing work on the Harrington reconstruction, and reuse of preexisting work product applicable to the facility

NOW THEREFORE, for good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to strike SECTION 3 of the Agreement and replace it with the following amended language:

SECTION 3: THE PROJECT. The definition of Project is expanded to include the additional proposed Early Childhood Development Center more fully described in Exhibit “A”, consisting of modifying the existing Kindergarten Classroom Building, Building 3, a two-room facility, to accommodate two pre-school classrooms with immediate access to shared support spaces, modifying Building 4, a five-room classroom facility, to be reconfigured into two (2) flexible 21st Century classrooms, including indoor activity space, shared toilets, hand washing stations, shared workroom/storage and kitchenette area, and upgrade of the Administration Building (hereinafter, “Amended Project”). Incorporated herein, to the extent that it is not inconsistent with the terms of this Amendment or the original Agreement, as Exhibit “F” is Architect’s description of additional services related to the ECDC Project.

The Parties agree to add a new SECTION 5.2a to the Agreement as follows:

COIA
**Amendment No. 1 to Architect
Services Agreement No. 12-240**

SECTION 5.2a. Additional Compensation for ECDC. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit "B" thereto, with respect to the Amended Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Amended Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

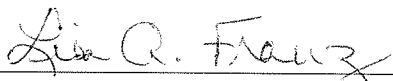
One Hundred Eight Thousand Five Hundred Dollars and No Cents (\$108,500.00)

The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement No 12-240 entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions identified in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

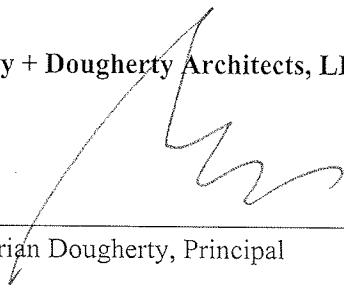
IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 1 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT

By: 
~~Dr. Cesar Morales, Superintendent~~
Lisa A. Franz, Director, Purchasing

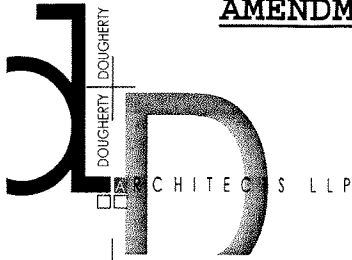
4-21-16
Date

Dougherty + Dougherty Architects, LLP

By: 
Brian Dougherty, Principal

3.8.16
Date

AMENDMENT #001 TO AGREEMENT #12-240



ARCHITECTURE
PLANNING
INTERIORS

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Costa Mesa
California
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WWW.DDARCHITECTURE.COM

April 15, 2014

Mr. Scott Burkett
Caldwell Flores Winters
815 Colorado Boulevard, Suite 200
Los Angeles, California 90041

**Re: Proposal for AE Services for Interim Child Development Center- Revision 1
Harrington School Site
Oxnard School District
214XX A-3**

Dear Mr. Burkett:

Pursuant to your request we respectfully submit this proposal to provide AE services to support the interim location for the Harrington Child Development Center. The scope is generally outlined to include the following:

- Three DSA approved modular buildings to be located in the northwest portion of the existing site. To facilitate the DSA approval process the District will provide DSA approved drawings for these buildings and provide support that the previous use of the buildings had been closed with DSA certification.
- The three buildings include 1 24 x 40 building, 1 24 x 60 building and 1 toilet building.
- There is also a plan to install an associated shade structure and to construct a parking area to service the interim buildings.
- The electrical scope for the project includes:
 - Power and grounding to the pre-wired buildings. This assumes adequate power exists at the site that can be accessed for this project. If an additional point of service is required this can be accommodated as an additional service.
 - Standalone fire alarm system and low voltage for data tied to an existing IDF to be identified by the District.
- The Civil scope of work includes:
 - Connection of the buildings to the site plumbing infrastructure.
 - Site investigation to determine the invert and capacity of available sewer connection points. If the sewer cannot be connected to the existing on site sewer line due to capacity or elevation it may be necessary to connect to the line in Maple Street. If neither of these options proves viable there may be a need for additional services to design either a pumped installation or other mitigation. D+D has suggested for the District's consideration using a holding tank and pumping service for the interim use. It has been indicated by the District that this is not a viable option.
 - Grading and drainage plans for the project site area with existing contours, finished pad elevations, finished floor elevations and proposed parking lot grades and elevations.
 - The District has directed the team to pursue the development of a new parking lot to be accessed from Maple Street on the west side of the site to allow for direct parent/child drop off and pick up from the pre-school.
 - It is anticipated that the project will require post construction storm water treatment consideration which will be reviewed with the City of Oxnard and included in a drainage study and report.



- The scope does not include a construction phase SWPPP. If the District requests that the AE team prepares the SWPPP this can be provided as an additional service.
- The scope also excludes engineered fire sprinkler plans for the buildings
- It is not anticipated as a part of the scope of this proposal that the City will require the installation of a new fire hydrant on site for the project due to the apparent proximity of an existing hydrant to the project. If it is later determined that a new hydrant will be required to satisfy the public agency demands this scope can be added for the new hydrant as well as the connection and detailing. At the time the hydrant may be required it would also include the development of an easement for the fire line to be submitted to the City of Oxnard at their direction.
- The project includes the development of a new driveway apron on Maple Street for the new parking lot with the required filing with the City for an encroachment permit.
- The Architectural scope of services includes:
 - Coordination of all of the engineering disciplines and scope of work.
 - Meeting with the City and local Fire authority
 - Submittal and plan checking with DSA
 - Coordination with the District for design through construction.
 - Providing support to the District during Construction Administration.

The proposed fee for the above noted scope of work is a fixed fee of \$59,750. We look forward to working with you on this important project.

If there are any questions please feel free to call.

Sincerely,

Brian Paul Dougherty, FAIA
Partner

:BPD

Lisa A. Franz

Director, Purchasing

Oxnard School District

5-12-14

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

DOUGHERTY + DOUGHERTY ARCHITECTS, LLP

AND

OXNARD SCHOOL DISTRICT

JUNE 26, 2013

FOR

PROJECT 4 – HARRINGTON RECONSTRUCTION

received
CEN 7/21/13

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 26th day of June, 2013 by and between **DOUGHERTY + DOUGHERTY ARCHITECTS, LLP**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at 3194 D. Airport Loop Drive, Costa Mesa, CA 92626 and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, the **District** proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the **Architect** represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
 - 1.1.1 “**Addendum**” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2 “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
 - 1.1.3 “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4 “**Architect**” shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in 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 the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 **“CHPS”** shall mean Collaborative for High Performance Schools.
- 1.1.19 **“Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 **“Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 **“Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 **“Construction Manager”** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 **“Construction Document Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.24 **“Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 **“Constructability Review”** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26 **“Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 **“Contractor Payment Application”** shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 **“Design Bid Build”** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 **“Design Development Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.30 **“District”** shall mean the Oxnard School District.

- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 **“Potential Change Order”** or **“PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 **“Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 **“Primavera Contract Management System”** or **“CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 **“Re-Use of Plans”** or **“Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 "Site Adaption" shall mean all necessary revisions to a record set of plans, drawings and 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 is maintained.
- 1.1.61 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 "Time Impact Analysis" or "TIA" shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

EMPLOYMENT OF ARCHITECT

- 2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3

THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by the Architect described more fully on Exhibit A.

SECTION 4

SERVICES

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on Exhibits B and C.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5

ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 **Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million One Hundred Thousand Dollars and No Cents
(\$1,125,037.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases

Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
Construction Documents	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

5.1.1.1 **Invoices.** Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 **Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 REIMBURSABLE EXPENSES. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an Approval Letter from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an Invoice Cover Sheet indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

5.5.1.3 Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by 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. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT 4 – HARRINGTON RECONSTRUCTION**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the

District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.
- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services

accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Program Manager: The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

- 7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.
- 7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.
- 7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.
- 7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.
- 7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.
- 7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.
- 7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.
- 7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.
- 7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8

PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes

aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9

PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form

(hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

- 10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

- 11.1.1 INDEMNITY AND LITIGATION COSTS.** To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.
- 11.2 **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1 **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

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

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By the Architect. The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (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. 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: Jeff Chancer, Superintendent
1051 South A St.
Oxnard, CA 93030

TO ARCHITECT:

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES)

of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest

therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

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

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 

Title: PM/7NM

Date: 7.1.13

District

By: 

Title: Superintendent

Date: 7-23-13

EXHIBIT "A"

PROJECT

May 24, 2013
Brian Dougherty, Principal
Dougherty & Dougherty
3194D Airport Loop
Costa Mesa, CA 92626-3405

Architect Selection Package for Project 4 – Harrington Elementary School (K-5)

Dear Mr. Dougherty,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #4: Harrington Campus Replacement**. This project is herein referred to as "Project 4". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Project 4 Summary

Project 4 includes a new elementary school campus to be designed and constructed on the same site where the existing Harrington Elementary School is currently located. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished.

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6th, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Project 4.

Detailed Description

Enclosed in this package is a detailed description of Project 4, including components per approved District Educational Specifications required to establish a K-5 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by

the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Harrington campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

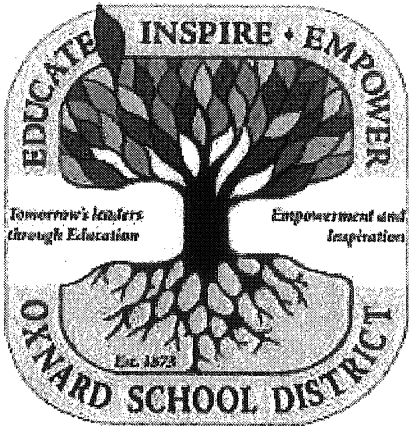
Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Monday, June 10, 2013 @ 4:00pm in .pdf format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package for Project 4
Reconstruction of Harrington School

Prepared by:
Caldwell Flores Winters
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

ARCHITECT SELECTION PACKAGE

I. DETAILED DESCRIPTION: PROJECT 4 - DESIGN & RECONSTRUCT HARRINGTON K-5 SCHOOL

PROJECT REQUIREMENTS

The Harrington school site currently exists on an 8.3 acre site. Project 4 includes the construction of a new school on the existing play fields and the demolition of the existing school. Harrington Elementary School currently serves approximately 558 students in grades K-6. Harrington is planned to be reconfigured to serve up to 700 students in grades K-5, pursuant to State loading standards for new construction. The school was constructed in 1955 and last modernized in 2004. The new Harrington campus will be built on the same campus while the existing campus is occupied.

The new campus will need to house 700 students per State standards in grades K-5 including 23 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), and 1 RSP room (480 square feet). Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work.

The total "all in" budget for the site is \$22,822,171 in current dollars, including demolition and site work (soft and construction costs combined, including contingencies). The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than December 27, 2013. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence on November 2014 and be substantially complete by January, 2016.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

SITE BACKGROUND & COMMUNITY

Established in 1955, Harrington Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs for students and the community.

The design team should be thoroughly familiar with the revised K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Harrington K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Harrington community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

EDUCATIONAL PROGRAM VISION

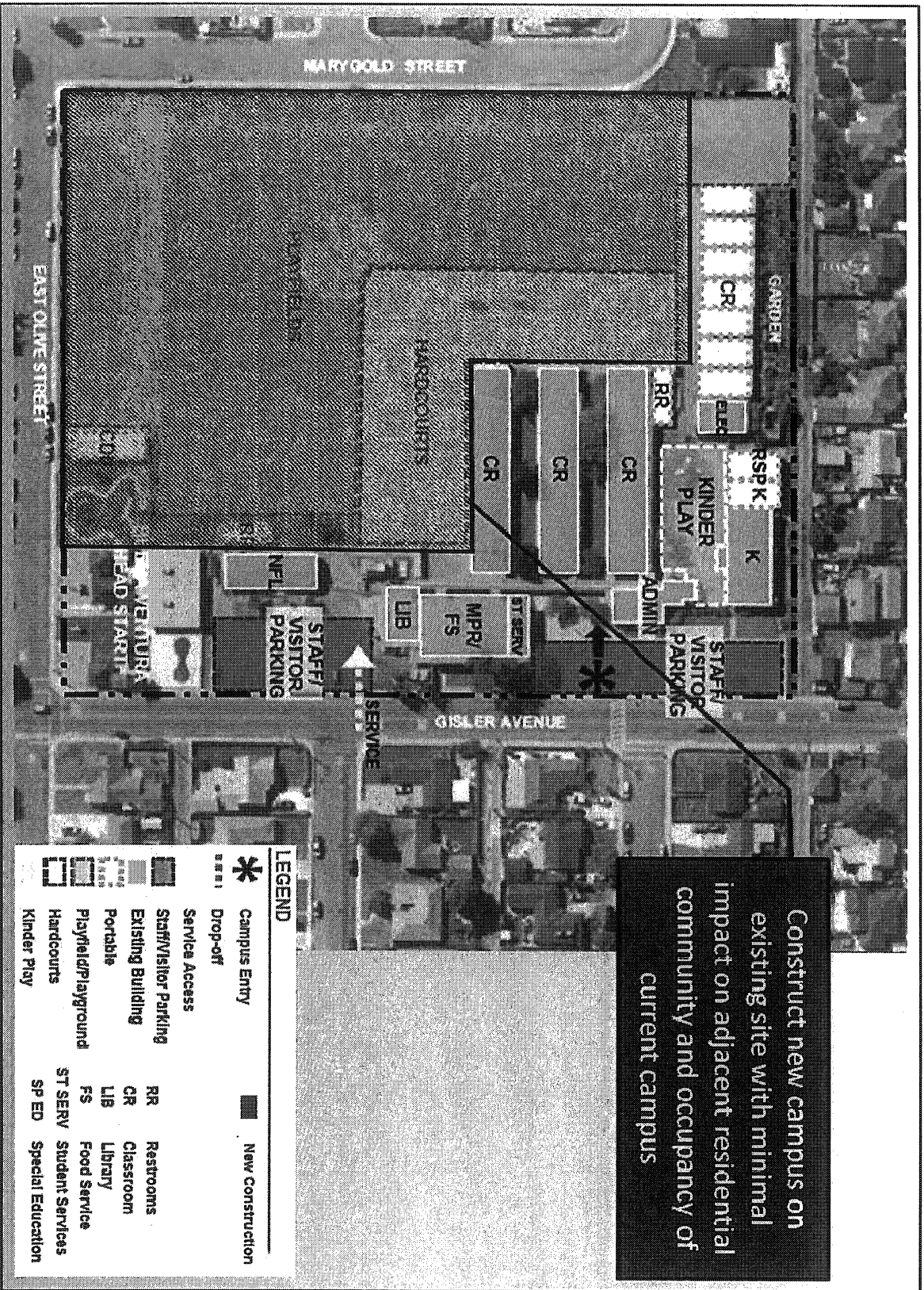
The K-5 Harrington education strand program will provide students with hands-on application of subject matter based on core curriculum requirements. Students will learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program will regularly engage students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. The design team should be mindful of the vision for the form and function of school facilities.

SITE MAP

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. The reuse of the existing facilities is being undertaken with District forces, but will be closely coordinated with input from the selected design team by CFW. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities. The existing site may also be used as interim housing for additional school replacement projects for nearby schools as may be determined by the Board.

Harrington Site Map



Construct new campus on existing site with minimal impact on adjacent residential community and occupancy of current campus

LEGEND			
	Campus Entry		New Construction
	Drop-off		
	Service Access		
	Staff/Visitor Parking		RR Restrooms
	Existing Building		CR Classroom
	Portable		LIB Library
	Playfield/Playground		FS Food Service
	Hardcourts		ST SERV Student Services
	Kinder Play		SP ED Special Education

APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

Harrington Elementary Specifications (K-5 Schools)			
<i>Design & Reconstruct School to K-5 Specifications for 700 students</i>			
<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
Classrooms			22,560
Classrooms - Estimate 23 rms @ 960 sf ea.	22,080	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	
Administration			4,515
Lobby/Public Waiting	300	sf	
Reception/Clerical	150	sf	
Principal's Office	200	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	
Flex Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
Media Center			2,700
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Texbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
Multi-Purpose Room			5,375
Multi-Purpose Room	3,500	sf	
Chair Table Storage	200	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
Food Service			3,600
Serving/Prep Kitchen	350	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	2,800	sf	
Custodial Services	100	sf	
Restrooms	2,200	sf	2,200
Total Building Quantity		sf	47,390
Sitework			265,001
Parking Lot/Circulation	70,000	sf	
Walkways on Campus	10,000	sf	
Utilities	1	ls	
Play Courts	40,000	sf	
Play Fields (3 acres)	130,000	sf	
Landscaping	15,000	sf	
<i>Total Hard Costs</i>			\$14,523,200
<i>Total Soft Costs</i>			\$6,224,229
<i>Total Contingency</i>			\$2,074,743
TOTAL BUDGET			\$22,822,171

II. MASTER BUDGET, TIMELINE, & SCHEDULE

SUMMARY BUDGET:

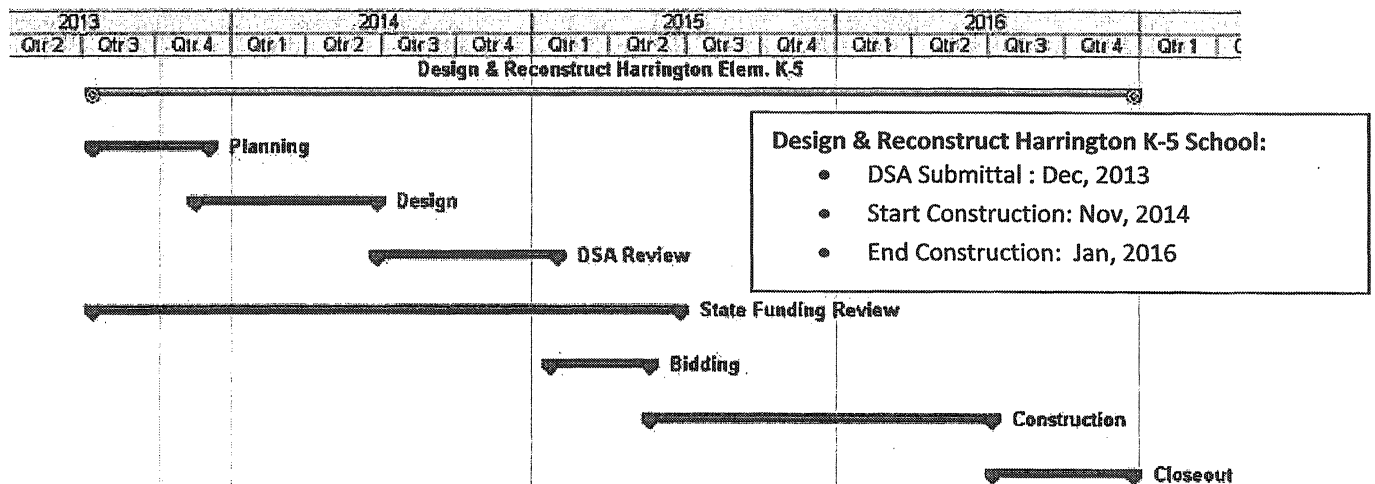
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

Harrington Elementary School K-5

Project	Year	Budget
Design & Reconstruct Harrington Elem. K-5		2013/14
Demolition		\$858,000
Sitework		\$5,272,143
Classrooms		\$8,153,829
Kindergarten		\$2,035,314
Administration		\$1,631,850
Media Center		\$975,857
Multi-Purpose Room		\$2,111,607
Food Service		\$832,857
Restrooms		<u>\$950,714</u>
		\$22,822,171
Est. Total		\$22,822,171

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



III. METHOD OF SELECTION

BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool.

RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Harrington site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Harrington elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 4. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Yuri Calderon, Chief Operating Officer, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Harrington site for all interested teams. Please do not visit any school site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted. Design teams must coordinate in advance a potential site visit at each proposed site with the site staff and district facilities as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 4 selection package sent to prequalified firms: May 24
- Participating teams notify CFW of their intent to provide a proposal: May 31
- Participating teams submit final proposals: June 10, no later than 4:00pm
- Project Review Committee to interview each design team, including attendance at Architect designated site tours of completed campuses proposed for “re-use”: June 12 - 13
- Conduct site visits: June 18 - 20
- Final selection to be announced to winning firm: June 21
- Board action on recommended firm and execution of contract: June 26 (Regular Board meeting)

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Harrington project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 4 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 4. Project summaries should include:
 - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above. See attachment A –Cost Comparison Sheet
 - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
 - c. Design firms must schedule a site visit with program manager and District to review completed site(s) as identified in item 2 above.
 - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.
 - e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.

3. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
4. Discuss ways in which the “re-use” strategy can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
7. Provide brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the “re-use” proposals for Project 4 (maximum of 4 pages of drawings per proposed “re-use” project site). Firms are requested to submit their response within a single file in PDF format via email (use of YouSendIt, DropBox or similar service for large file transmittal is acceptable) to Yuri Calderon at ycalderon@cfwinc.com by no later than 4:00pm PDT, Monday, June 10, 2013.

The Project is Amended As Follows:

Background

The proposed "re-use" design contains components within buildings which have been acknowledged by Dougherty + Dougherty Architects, LLP ("D+D") to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and D+D that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, all site adaption requirements, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of D+D and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

Pursuant to this mutual understanding, the Project is hereby amended as follows:

1. **Administration Building** – The administration building has been revised to eliminate the sharp angle at the front of building.
2. **Classroom Building** – The classroom building has been revised to replace two (2) larger science lab classrooms with specified 960sf classrooms, and the large ADA ramp area.
3. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, site circulation and access, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
4. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Harrington community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

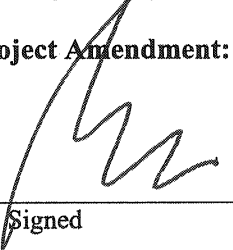
As mutually agreed to by District and D+D, the Project amendment as described above shall be constructed within the original approved Project Budget of \$22,822,171.00, with original Construction Budget of \$14,523,200.00.

Acceptance of Project Amendment:

Accepted by D+D

Signed

Date

 7.1.13

Accepted by District

Signed

Date

 7/22/13

EXHIBIT "B"

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
 - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
 - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
 - (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels

- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping

- (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear
 - (v) Identify and define the scope of the technology backbone system.
 - (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - (vii) All major electrical equipment should be scheduled indicating size and capacity.
 - (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
 - (ix) Legend showing all symbols used on drawings.
 - (x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.
 - (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

(a) Mechanical calculations virtually completed with all piping and ductwork sized.

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

(a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

(c) All electrical equipment schedules should be started.

(d) Special system components should be approximately located on plans.

(e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.

(vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.

(b) Large scale mechanical details should be substantially complete.

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

(c) All electrical equipment schedules should be virtually complete.

(d) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

(c) Architectural details and large blow-ups completed.

- (d) Finish, door and hardware schedules completed, including all details.
- (e) Site utility plans completed.
- (f) Fixed equipment details and identification completed.
- (g) Reflected ceiling plans completed.
- (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
- (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - (c) All electrical equipment schedules completed.
 - (d) Special system components plans completed.
 - (e) Electrical load calculations completed.
- (v) Civil:

All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.
- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:
 - (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
 - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid

documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

(2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.

(3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

(4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.

(5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.

(6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

(7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.

(8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF SERVICES

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.

- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "C"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

Project No. 4: Harrington Reconstruction

Architect of Record: Dougherty + Dougherty Architects, LLP ("D+D")

D+D has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of D+D, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Dougherty + Dougherty Architects, LLP Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent for
Business and Fiscal Services

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
 Program Manager for Oxnard School District
 1901 Victoria Ave, Suite 108
 Oxnard, CA 93035
 ATTN: Tyler Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: **PROJECT #4 - HARRINGTON RECONSTRUCTION**
 PROJECT TYPE: **NEW CONSTRUCTION/EXISTING SITE**
 DATE: _____
 INVOICE #: _____
 BILLING PERIOD OF INVOICE: _____
 PERIOD COVERED: _____
 PO #: _____
 PURCHASE ORDER #: _____

SUBCONTRACTOR: _____
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

VENDOR NAME

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	FEE	COST	% TO DATE	COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
				RE-IMB		0%	#VALUE!	0	#VALUE!	#VALUE!
1	6210	Base Contract - fee	Architectural Services							
2	6210-R	Base Contract - Re-imbursables	Architectural Services							
SUBTOTALS					#VALUE!		#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

Contract # 01-14-01-00

DATE OF INVOICE: 01/14/14
 DATE OF BILLING: 01/14/14
 DATE OF WORK: 01/14/14
 DATE OF PREVIOUS BILLING: 01/14/14
 DATE OF NEXT BILLING: 01/14/14
 DATE OF WORK: 01/14/14
 DATE OF PREVIOUS BILLING: 01/14/14
 DATE OF NEXT BILLING: 01/14/14

STEP 2 STEP 1

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 (muddledstadt@ctfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE:

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

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees

who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name: BRIAN DOUGLASSON AND LAI-YIN CHEAH
Title: PARTNER

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: 10-11-13

Proper Name of Contractor: DOUGLASSON + DOUGLASSON ARCHITECTS LLP

Signature: [Handwritten Signature]

By: BRIAN DOUGLASSON

Its: PARTNER

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 10/19/16

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
____ Academic
____ Enrichment
 Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Title: Approval of SELPA Community Advisory Committee (CAC) Representative for OSD (Freeman/Sugden)

DESCRIPTION

Approval for Parent, Ms. Lorena Arroyo to be the representative for Oxnard School District at the SELPA Community Advisory Committee (CAC) meetings for two (2) years during 2016-2017 and 2017-2018 school years. Ms. Arroyo's son receives special education services in our district, and she also has another student in regular education.

The majority of CAC members are composed of parents of individuals with disabilities enrolled in public or private schools in the Ventura County SELPA, others attending the CAC meetings are representatives of agencies serving individuals with exceptional needs; special and general education staff.

One of CAC's duties is to make recommendations designed to raise the community consciousness and increase community acceptance of the differences in learning abilities in children and the need for educational and vocational provisions to accommodate these differences.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the request to have Ms. Lorena Arroyo as CAC parent representative for our District for 2016-2017 and 2017-2018 school years.

ADDITIONAL MATERIAL:

CAC Fact Sheet

Ventura County Special Education Local Plan Area Community Advisory Committee (CAC)

Schools, Parents and Agencies working together for special education.

FACT SHEET Information for Parents of Students in Special Education Programs

1. What is CAC?

What is CAC? Community Advisory Committee (CAC) is made up of families, schools and agencies. Facilitates communication and information exchange between schools and families, advise Special Education administration from the Local Plan Area about concerns and collaborate to resolve issues. Promotes activities that benefit individuals with exceptional needs and sponsors parent training.

2. Who is on the CAC?

- ☆ Parents of individuals with exceptional needs (*the majority*).
- ☆ Representatives of agencies serving individuals with exceptional needs.
- ☆ Special and general education staff.

3. When and Where Does the CAC Meet?

All meetings are held on the first Monday of each month, October through June, from 4:00 p.m. to 6:00 p.m. and are open to the public.

Free childcare, sign language interpretation, Spanish interpretation and other accommodations are available if reserved 10 days in advance. Call SELPA at 437-1560. Meetings are held at the SELPA Office (Santa Paula Room), 5100 Adolfo Road, Camarillo. Please request accommodation necessary for you to participate.

4. How Can I Participate?

Members of the public are always welcome to attend CAC meetings and give input. If you have a concern or suggestion, the CAC will review your concern and give you written feedback about how it will be addressed. If you would rather speak to a CAC member privately or over the phone, call the SELPA Office for contact information. [Link to membership list.](#)

5. Who Do I Contact for More Information?

Contact the SELPA at (805) 437-1560 for the name of your school district representative, or go to our website at <http://www.venturacountyselpa.com/InformationforFamilies/tabid/1803/Default.aspx> .

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **October 19, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda X Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the 2016-17 Quarterly Report on Williams Uniform Complaints, First 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, there were zero complaints filed during the quarter indicated above.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2016-17 Quarterly Report on Williams Uniform Complaints, first quarter, as presented.

ADDITIONAL MATERIAL(S):

2016-17 Quarterly Report on Williams Uniform Complaints, First Quarter (1 page)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2016-17

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **October 2016 (7/1/16 – 9/30/16)**

Date for information to be reported publicly at governing board meeting: **October 19, 2016**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Cesar Morales

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
 X Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Field Contract #FC-P17-01825 – C&M Backflow/Plumbing (Cline/McGarry)

On September 29, 2016 Maintenance staff was called out on a main line sewer stoppage for the portable classrooms and portable restrooms at Elm School.

OSD Plumbers were unsuccessful in clearing the stoppage and Sam Hill and Sons Inc. was called in on September 30, 2016 to assess the situation and provide an estimate for the repairs. It was determined that a sewer lift station needed to be repaired. Sam Hill & Sons Inc. recommended the District call in C&M Backflow/Plumbing and they provided a proposal for the repair/rebuild of the lift station. It was determined that the lift station had to be completely rebuilt which included: two pumps, new floats, lift station electrical panel, all new wiring and piping. The project was completed on September 30, 2016.

It is requested that the Board of Trustees ratify Field Contract #FC-P17-01825 to C&M Backflow & Plumbing, in the amount of \$26,000.00. The emergency repairs will be funded through Routine Restricted Maintenance Funds.

FISCAL IMPACT:

\$26,000.00 – Routine Restricted Maintenance

RECOMMENDATION:

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Maintenance Manager, that the Board of Trustees ratify Field Contract #FC-P17-01825, for the emergency repairs of the Elm School Sewer, in the amount of \$26,000.00 with C&M Backflow/Plumbing.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P17-01825, C&M Backflow/Plumbing (3 Pages)

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 9/27/16, between **C&M Backflow/Plumbing** (“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 Twenty Six Thousand Dollars (\$26,000.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ****PER ATTACHED PROPOSAL DATED 9/26/17.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin September 27, 2016 & be completed by the end of the day October 6, 2016.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> </u> Performance Bond
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P17-01825</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation	<u> X </u> Proposal dated <u>9/26/16</u>
<u> </u> Supplemental Conditions	Insurance	<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
	Contractor’s License No. _____
Firm Address _____	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Vince McGarry, Maintenance Manager</u>	Date _____
Signature _____	Funding Source <u>Routine 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.



PROPOSAL & CONTRACT

P.O Box 6545; Oxnard, CA 93031
 cmbackflowplumbing@yahoo.com

PROPOSAL SUBMITTED TO: Oxnard School District	DATE: September 26, 2016
NAME: Vincent Mc Garry	PHONE: (805) 385-1514
ADDRESS: 450 E. Elm St.	FAX: 1
CITY, STATE, ZIP: Oxnard CA. 93033	PAGE:
EMAIL:	

TERMS & CONDITIONS

Subject to the terms, provisions, and conditions of the proposal and contract, **C&M Backflow/Plumbing** agrees to furnish all necessary labor, materials, tools, and equipment to perform and complete in good and workman-like manner for the above party as the above job location, the following described work.

LABOR	PRICE	NOTES
Installing two sewage grinder pumps, new panel, rewiring new panel and wiring from junction box to pumps. Also, placing new floats for pumps and alarm and installing two 1 1/4 check valves. Replacing the pipes and fittings with new SCH80 pipes and fittings.	\$26,000.00	Pumping fee is included and will be done at the time of installations.
TOTAL	\$26,000.00	

In consideration for the above described work, the above named party agrees to pay **C&M Backflow/ Plumbing** the total sum of \$26,000.00 dollars. **Final payment of \$ 26,000.00** due once work is 100% completed.

ACCEPTANCE

C&M Backflow/Plumbing is hereby authorized to furnish all material, labor, and equipment necessary to complete the work above, for which **C&M Backflow/Plumbing** will receive in payment the above sum in accordance with all of the terms and conditions set forth hereon. It is acknowledged that this entire proposal and contract is subject to change. Should changes be needed, a new or revised proposal and contract will be drafted and signed. Terms and Conditions have been read and agreed upon. Customer accepts responsibility as stated in Terms & Conditions.

Customer Signature

Date

Celso Mata

09/26/2016

Celso Mata, Contractor

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
 X Facilities
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Award of Formal Bid #16-01 and Approval of Agreement #16-140 for Harrington School Fence Project 2016 (Cline/McGarry)

Formal bids were solicited for Bid #16-01, Harrington School Fencing Project 2016, pursuant to Public Contract Code 20110. One bid was received and opened at 2:00 p.m., Friday, September 30, 2016. The bid summary is attached.

It is requested that the Board of Trustees award Bid #16-01 to Fence Factory, as the lowest, responsive, responsible bidder, based on the Base Bid amount of \$143,000.00, and enter into Agreement #16-140 to perform the project. The project will be funded through Measure R Bond Funds.

FISCAL IMPACT:

\$143,000.00 – Measure R Bond Funds

RECOMMENDATION:

It is the recommendation of the Maintenance Manager, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #16-01 Harrington School Fencing Project 2016, in the total amount of \$143,000.00, and enter into Agreement #16-140 with Fence Factory.

ADDITIONAL MATERIALS:

Attached: Bid Summary (1 Page)
Agreement #16-140, Fence Factory (2 Pages)

SECTION 00310

AGREEMENT #16-140

THIS AGREEMENT is made this 19th day of October, 2016, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and Fence Factory, hereinafter called the "Contractor", with a principal place of business located at 1606 Los Angeles Avenue, Saticoy, CA 93004-3214.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #16-01
Harrington School Fencing Project 2016

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time. Final completion of the work shall be achieved within **FORTY TWO (42) CONSECUTIVE CALENDAR DAYS** beginning **Thursday, October 20, 2016** and ending **Wednesday, November 30, 2016**. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Hundred Forty-Three Thousand Dollars and 00 Cents (**\$143,000.00**). The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as

adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Certificate of Workers Compensation
Instructions for Bidders	Drug Free Workplace Certification
Bid Proposal	Fingerprinting Certificate
Subcontractors List	DVBE Participation Goal
Non-Collusion Affidavit	Guarantee
Statement of Bidder's Qualifications	Project Forms
Bid Security	General Conditions
Agreement	Special Conditions
Labor and Material Payment Bond	Specifications
Performance Bond	Drawings
Cert of Contractor & Subcontractor DIR Reg	

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

CONTRACTOR

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

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

By: _____
Name: _____
Title: _____
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
_____ **Academic**
_____ **Enrichment**
_____ **Special Education**
_____ **Support Services**
_____ **Personnel**
_____ **Legal**
_____ **Facilities**
- D. **Action Items**
F. **Board Policies** 1st Reading _____ 2nd Reading _____

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION LETTER #3 for DSA SPECIAL INSPECTION and TESTING SERVICES for HARRINGTON SCHOOL FENCING PROJECT 2016 (Morales/Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-154 with BTC LABS – VERTICAL FIVE, now and going forward identified as (“NV5 West”) to perform special inspection & testing services related to the design and construction of projects identified in the District’s Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional construction services of this nature.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #3 to NV5 West to perform the special inspection & testing services for the Harrington School Fence Project 2016. The special inspection & testing services will ensure the performance of the construction work will meet the requirements defined in the DSA approved plans and specifications for the projects.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-154
Work Authorization Letter #3
Consultant: NV5 West
Date Issued: 10/05/16
Fixed Fee Amount: \$8,886.00

The attached Work Authorization Letter describes the scope of services requested from NV5 West and calls for the performance of special inspection & testing to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of all construction activities, The services will confirm that

construction activities were performed satisfactorily in accordance with the approved design.

FISCAL IMPACT:

The Special Inspection & Testing services will be completed for a lump sum fixed fee of:

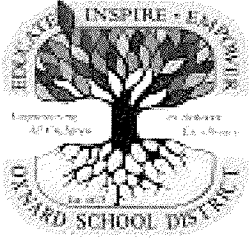
Eight Thousand Eight Hundred Eighty Six Dollars and No Cents [\$8,886.00] to be funded from Measure R funds.

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #3 for Master Agreement #13-154 with NV5 West.

ADDITIONAL MATERIAL(S):

- WAL #3, NV5 West (1 Page)
- NV5 West Proposal dated 9/15/2016 (1 Page)
- Master Agreement #13-154, Nolte Associates (35 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 16-01 Harrington Fencing Project	DATE: 19-Oct-16
SITE NAME: Harrington E.S.	DSA # 03-117207
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: NV5 West	Street: 1868 Paloma Drive, Suite A
	City, State, Zip: Ventura, CA 93003	Phone: (805) 656-6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Special Inspection & Testing to include: Concrete Batch Plant Inspection, Concrete compression testing, Sampling of Reinforcing Steel for bend testing, and tensile strength testing. Expansion Anchor testing, Shop Welding Inspection, concrete cylinder collection from project to lab, Engineering and DSA Laboratory Verified Report(s) 291

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: October 20, 2016	COMPLETION DATE: November 30, 2016
-------------------------------------	---

FIXED FEE AMOUNT: Eight Thousand Eight Hundred Eighty Six Dollars and No Cents (\$8,886.00)

This fee amount is based upon Consultant's proposal dated 15-Sep-16 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) <i>Greg Grant</i>
		(DATE) <i>9/28/2016</i>

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY: Greg 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: Please have IOR sign Technician's Daily Report, and include a copy of each Daily Report with Progress Payment Applications



7/12/2016 (Revised September 15, 2016)

Proposal No: 2016.06.0153

Oxnard School District
c/o Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 06
Oxnard, CA 93035

DSA: 03-117207
File No.: 56-22

ATTENTION: Greg Grant, Program Manager

SUBJECT: **Proposal for Materials Testing and Special Inspection for the Harrington Elementary School Campus Fence, 2501 Gisler Avenue, Oxnard, CA**

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 Batch Plant Inspection	\$ 94.00 hr	24	\$ 2,256.00
Concrete Technician	\$ 94.00 hr	20	\$ 1,880.00
Concrete compression tests (5 cyls. per set / \$20. per cyl.)	\$ 20.00 ea	50	\$ 1,000.00
Concrete cylinder pickup (5 cyls. per set / \$7.50 per cyl.)	\$ 7.50 ea	50	\$ 375.00
Reinforcing Steel Bend tests rebar # 4	\$ 50.00 ea	1	\$ 50.00
Reinforcing Steel Tensile tests rebar # 4	\$ 50.00 ea	1	\$ 50.00
Reinforcing Steel sampling (2 hr. min.)	\$ 88.00 hr	2	\$ 176.00
Inspection of anchors (expansion)	\$ 90.00 hr	12	\$ 1,080.00
Shop Welding and material ID	\$ 88.00 hr	8	\$ 704.00
Engineering	\$ 155.00 hr	6	\$ 930.00
LVR (291)	\$ 385.00 ea	1	\$ 385.00
TOTAL:			\$ 8,886.00

Notes:

- 1 Travel time and mileage will be waived to project job site.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 3 Added charges will be charged in accordance with the 2016 Schedule of Fees and prevailing wage rates.

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
Vice President

**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

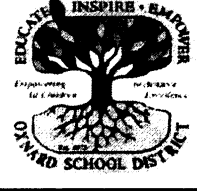
WORK AUTHORIZATION PROCEDURES

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

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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>	<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)			\$45
2. Macroetch	\$55 ea.		
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

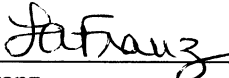
CONFLICT OF INTEREST CHECK

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.

- 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-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-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 (middlestadt@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).

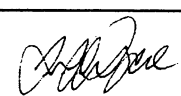
PRODUCER Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 619-234-6848	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavnagac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: TRAVELERS 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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 10/19/16

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. **Action Items**
F. **Board Policies** 1st Reading _____ 2nd Reading _____

CONSIDERATION and APPROVAL of WORK AUTHORIZATION LETTER #5 for DSA INSPECTOR OF RECORD SERVICES for HARRINGTON SCHOOL FENCE PROJECT 2016 (Morales/Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-130 with NOLTE Vertical Five, to perform inspector of record (“IOR”) services related to the design and construction of Projects identified in the District’s Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional services of this nature.

The District, in consultation with CFW recommends issuing Work Authorization Letter #5 to NOLTE Vertical Five to perform the inspector of record (“IOR”) services for the Harrington School Fence Project 2016. The inspector of record (“IOR”) services will ensure the performance of the construction work will meet the requirements defined in the DSA approved plans and specifications for the project.

The Work Authorization Letter is issued pursuant to and consists of:

- Master Agreement #13-130
- Work Authorization Letter #5
- Consultant: **NOLTE Vertical Five**
- Date Issued: **10/19/2016**
- Fixed Fee Amount: **\$7,040.00**

The attached Work Authorization Letter describes the scope of services requested from NOLTE Vertical Five and calls for the performance of inspector of record (“IOR”) services to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of all construction activities, review

of requests for information, change orders, and submittals. The service will confirm that construction activities were performed satisfactorily in accordance with the approved design.

FISCAL IMPACT

The DSA Inspector of Record (“IOR”) services will be completed for a lump sum fixed fee of: **Seven Thousand Forty Dollars and No Cents [\$7,040.00]** to be paid out of Measure R funds.

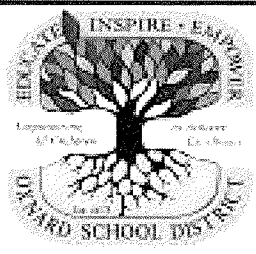
RECOMMENDATION

It is the recommendation of the Superintendent, and the Deputy Superintendent of Business and Fiscal Services in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #5 for Master Agreement #13-130 with NOLTE Vertical Five.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #5 NOLTE Vertical Five (1 Page)
- NOLTE Vertical Five Proposal Dated 9/27/2015 (1 Page)
- Master Agreement #13-130, NOLTE Vertical Five (29 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 16-01 Harrington Fencing Project	DATE: 19-Oct-16
SITE NAME: Harrington E.S.	DSA # 03-117207
MASTER AGREEMENT #: 13-130	OPSC #
WAL #: 5	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 Five
	Street:	1868 Paloma Drive, Suite A
	City, State, Zip:	Ventura, CA 93003
	Phone:	(805) 656-6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Division of the State Architect ("DSA") Inspector of Record services for an estimated eight (8) weeks, at ten (10) hours per week. Services shall include all testing inspections of material and work as required by DSA and shall also include any and all DSA required correspondence, forms and documents including, but not limited to: DSA 151 Project Inspector Notifications, DSA 152, Project Inspection Card, DSA 154, Notice of Deviations, Resolution of Deviations, DSA 155, Project Inspector Semi-Monthly Reports, and DSA 6-PI Inspector Verified Report at the end of the Project

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: October 20, 2016	COMPLETION DATE: December 15, 2016
-------------------------------------	---

FIXED FEE AMOUNT: Seven Thousand Forty Dollars and No Cents (\$7,040.00)

This fee amount is based upon Consultant's proposal dated 27-Sep-16 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:

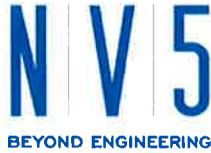
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE) <i>[Signature]</i>
		(DATE) <i>9/20/2016</i>

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY: Greg 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)
-------------------------	--------

NOTE: *Per September 16, 2016 conversation with Carol Harrison, Fees for IOR Services shall reflect actual time and duration required for the Project. Proposed Fee is for an eight week duration, Project Bidding documents call for a six week construction duration*



July 12, 2016 (Revised September 27, 2016)

Proposal No: 2016.06.0153.01

Oxnard School District
c/o Caldwell Flores Winters, inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, CA 93035

DSA: 03-117207
File No.: 56-22

ATTENTION: Greg Grant, Program Manager

SUBJECT: **Proposal for DSA Project Inspector for the Harrington Elementary School
Campus Fence, 2501 Gisler Avenue, Oxnard, CA**

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
Project Inspector - estimate 16 week duration @ 10 hrs. per week	\$ 88.00 hr	80	\$ 7,040.00

Per the California Building Code the PI will report the status of construction for the 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: \$ 7,040.00

Notes:

- 1 Travel time and mileage will be waived to project job site for Project Inspector.

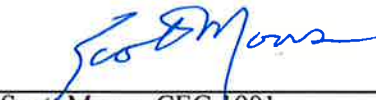
NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NOLTE – Vertical Five

Reviewed By,



Carol Harrison
Marketing Manager



Scott Moors, CEG 1901
President

**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

RECEIVED NOV 01 2013 C.F.W

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
- Project #13-130

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: 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 Moors

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 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 (middlestadt@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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 10/19/16

- Study Session:** _____
 - Closed Session** _____
 - A-1. Preliminary** _____
 - A-II. Reports** _____
 - B. Hearings** _____
 - C. Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
 X Facilities
- D. Action Items** _____
 - F. Board Policies** 1st Reading _____ 2nd Reading _____

Ratification of Change Order #001 to Agreement #15-198 with Swinerton Builders for Lemonwood K-8 Reconstruction (Morales/Cline/CFW)

At the Board meeting of March 2, 2016 the Board of Trustees approved Agreement #15-198 with Swinerton Builders for the Lemonwood K-8 Reconstruction Project. Agreement #15-198 incorporated Exhibit A - Scope of Work with a project timeline that showed a start date of May 4, 2016.

Change Order #001 incorporates language changes to Section 10 of Agreement #15-198 and also a change to the start date of the project construction activities.

The language changes to Section 10 are attached for your reference. The Notice to Proceed was issued to Swinerton Builders on May 11, 2016 and stated that construction activities were to begin no later than May 23, 2016. This change to the start date also changes the completion date from July 4, 2018 to July 23, 2018. The original contract time of 791 days does not change, there are no costs involved, and it is requested at this time that the Board of Trustees ratify this no cost Change Order #001.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services in consultation with Caldwell Flores Winters, that the Board of Trustees ratify no cost Change Order #001 to Agreement #15-198 with Swinerton Builders, for the Lemonwood K-8 Reconstruction Project.

ADDITIONAL MATERIALS:

- Attached:** Change Order #001 (2 Pages)
Section 10 Language Changes (3 Pages)
Original Project Schedule (23 Pages)
Agreement #15-198, Swinerton Builders (19 Pages)



CHANGE ORDER

Date: 09-08-2016

CHANGE ORDER NO. 001

PROJECT: LEMONWOOD K-8 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

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

ARCHITECT SVA Architects, Inc.
 3 MacArthur Place, Suite 850
 Santa Ana, CA 92707

CONTRACTOR:
SWINERTON BUILDERS
 865 South Figueroa St., Suite 3000
 Los Angeles, CA 90017
 Attn: Mr. Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

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

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 0.00
NET CHANGE -	\$ 0.00
Total Change Orders to Date:	\$ 0.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.:.....	\$ 29,575,897.91

Anticipated Commencement Date.....	May 4, 2016
Actual Commencement Date:	May 23, 2016
Original Completion Date:	July 04, 2018
Original Contract Time:	791 Calendar Days
Time Extension for all Previous Change Orders:	Zero Days
Time Extension for this Change Order:	Zero Days
Adjusted Completion Date:	July 23, 2018
Percentage	Zero Percent (0%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.					
2.					
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. \$

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

APPROVAL (REQUIRED):

ARCHITECT: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ DATE: _____

DEPUTY SUPERINTENDENT BUSINESS AND FISCAL SERVICES: _____ DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL _____ DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____ DATE: _____

DSA APPROVAL _____ DATE: _____



July 21, 2016

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Yuri Calderon, CFW

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0020

Dear Mr. Calderon ,

We request a Change Order to our contract for the following:

Amendment to Section 10 of Construction Services Agreement # 15-198 per attached revised CSA
Section 10 provided by CFW 6/30/2016

			PCI Total	\$0.00
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TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: .

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: 7/21/2016

Quotation accepted by:
Oxnard School District

By: Lisa Clune

Date: 7/25/16

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments. Contractor shall be deemed to have complied with the notice required in this subparagraph by noting the need for extra work or modification in the minutes of a construction meeting distributed to all the parties and/or submitting a potential construction change order/information to the District's authorized representative.

Contractor agrees that in determining the GMP it has reviewed the Construction Documents and verified their adequacy and completeness. Accordingly, Contractor shall not be entitled to an addition to the GMP for additional work related thereto to the fact that the Construction Documents are unclear, ambiguous, contain errors, or fail to meet building codes or other regulatory requirements, or for additional work that could reasonably be inferred from the Construction Documents.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering

water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District. Contractor shall be deemed to have complied with the notice required in this subparagraph by noting its claim in the minutes of a construction meeting distributed to all the parties and/or submitting a potential construction change order/information to the District's authorized representative.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

Preliminary Schedule

Lemonwood Elementary Reconstruction (Option B: 2 Phases) *Copy on 1.Feb.2016

2/9/16

WBS / Activity	Activity ID	Planned Duration	Start	Finish	Q2 2016		Q3 2016			Q4 2016			Q1 2017			Q2 2017			Q3 2017			Q4 2017			Q1 2018			Q2 2018			
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Lemonwood Elementary Reconstruction (Option B: 2 Phases)...					1,343d	Mar/1/13 8:00 A...	Jun/29/18 4:00 ...																								
SUMMARY					294d	May/2/16 8:00 AM	Jun/29/17 4:00 ...																								
CONSTRUCTION DURATION (calendar days)					0d	May/2/16 8:00 AM	May/2/16 8:00 AM	CONSTRUCTION DURATION (calendar days)																							
NTP					0d	May/2/16 8:00 AM*	May/2/16 8:00 AM	NTP																							
PHASE 1					294d	May/2/16 8:00 AM	Jun/29/17 4:00 ...																								
PHASE 2					210d	May/2/16 8:00 AM	Mar/2/17 4:00 PM																								
PHASE 3					210d	May/2/16 8:00 AM	Mar/2/17 4:00 PM																								
DETAILED SCHEDULE					1,343d	Mar/1/13 8:00 A...	Jun/29/18 4:00 ...																								
Preconstruction					886d	Mar/1/13 8:00 A...	Sep/7/16 8:00 AM																								
Executive Summary					693d	Mar/1/13 8:00 A...	Jun/29/18 4:00 ...																								
Submittals & Procurement					197d	May/2/16 8:00 AM	Feb/10/17 4:00 ...																								
Construction					546d	May/2/16 8:00 AM	Jun/29/18 4:00 ...																								
Phase 1					295d	May/2/16 8:00 AM	Jun/30/17 4:00 ...																								
Site Prep					78d	May/2/16 8:00 AM	Aug/19/16 4:00 ...																								
Mobilize/Set-Up Job Trailer					2d	May/2/16 8:00 AM	May/3/16 4:00 PM	Mobilize/Set-Up Job Trailer																							
Temp. Fencing					2d	May/3/16 8:00 AM	May/4/16 4:00 PM	Temp. Fencing																							
Temp. Utilities to Job Trailer					3d	May/3/16 8:00 AM	May/5/16 4:00 PM	Temp. Utilities to Job Trailer																							
Site Survey and Layout					1d	May/5/16 8:00 AM	May/5/16 4:00 PM	Site Survey and Layout																							
Install SWPPP					3d	May/5/16 8:00 AM	May/9/16 4:00 PM	Install SWPPP																							
Over-Excavation					5d	May/5/16 8:00 AM	May/12/16 4:00 ...	Over-Excavation																							
Place Crushed Rock/Geo-Grid Fabric					8d	May/13/16 8:00 AM	May/24/16 4:00 ...	Place Crushed Rock/Geo-Grid Fabric																							
Soil Re-Compaction					4d	May/25/16 8:00 AM	May/31/16 4:00 ...	Soil Re-Compaction																							
Certify Building Pad/Survey Layout Gridlines					1d	Jun/1/16 8:00 AM	Jun/1/16 4:00 PM	Certify Building Pad/Survey Layout Gridlines																							
Pothole/ Vacuum-Water Jet Existing Underground Utili...					2d	Jun/1/16 8:00 AM	Jun/2/16 4:00 ...	Pothole/ Vacuum-Water Jet Existing Underground Utilities West																							
Survey Existing Utilities					1d	May/5/16 8:00 AM	May/5/16 4:00 PM	Survey Existing Utilities																							
Layout and Excavate Sanitary Sewer Trench (West)					2d	Jun/21/16 8:00 AM	Jun/22/16 4:00 ...	Layout and Excavate Sanitary Sewer Trench (West)																							
Install Site Underground Sanitary Sewer (West)					8d	Jun/23/16 8:00 AM	Jul/5/16 4:00 PM	Install Site Underground Sanitary Sewer (West)																							
Layout and Excavate Common Utilities Trench					8d	Jun/17/16 8:00 AM	Jun/28/16 4:00 ...	Layout and Excavate Common Utilities Trench																							
Install Site Underground Common Utilities (West)-Sou...					15d	May/24/16 8:00 AM	Jun/14/16 4:00 ...	Install Site Underground Common Utilities (West)-South Trench																							
Pressure Test					1d	Jun/15/16 8:00 AM	Jun/15/16 4:00 ...	Pressure Test																							
Hydro Test					1d	Jun/15/16 8:00 AM	Jun/15/16 4:00 ...	Hydro Test																							
Inspection					2d	Jun/16/16 8:00 AM	Jun/17/16 4:00 ...	Inspection																							
Slurry Backfill Utility Trenches					2d	Jun/20/16 8:00 AM	Jun/21/16 4:00 ...	Slurry Backfill Utility Trenches																							
Install Plumbing Underground (Inside Bldg. Footprint)					10d	Jun/8/16 8:00 AM	Jun/21/16 4:00 ...	Install Plumbing Underground (Inside Bldg. Footprint)																							
Install Electrical Underground (Inside Bldg. Footprint)					10d	Jun/13/16 8:00 AM	Jun/24/16 4:00 ...	Install Electrical Underground (Inside Bldg. Footprint)																							
Excavate Sanitary Sewer Line (South of Bldg. 1)					3d	Jun/22/16 8:00 AM	Jun/24/16 4:00 ...	Excavate Sanitary Sewer Line (South of Bldg. 1)																							
Install Sanitary Sewer Line (South of Bldg. 1)					5d	Jul/6/16 8:00 AM	Jul/12/16 4:00 PM	Install Sanitary Sewer Line (South of Bldg. 1)																							
Excavate Water/ Fire Water Line (South of Bldg. 1)					3d	Jul/13/16 8:00 AM	Jul/15/16 4:00 PM	Excavate Water/ Fire Water Line (South of Bldg. 1)																							
Install Water/Fire Water Line (South of Bldg. 1)					5d	Jul/18/16 8:00 AM	Jul/22/16 4:00 PM	Install Water/Fire Water Line (South of Bldg. 1)																							
Excavate Storm Drain Infiltration Trench (South of Bldg....)					2d	Jul/25/16 8:00 AM	Jul/26/16 4:00 PM	Excavate Storm Drain Infiltration Trench (South of Bldg. 1)																							
Install Gravel at Infiltration Trench (South of Bldg. 1)					2d	Jul/27/16 8:00 AM	Jul/28/16 4:00 PM	Install Gravel at Infiltration Trench (South of Bldg. 1)																							
Install Inlet Filter Box and Storm Drain Line (South of B...					3d	Jul/29/16 8:00 AM	Aug/2/16 4:00 PM	Install Inlet Filter Box and Storm Drain Line (South of Bldg. 1)																							
Install Underground Elect./ Low Voltage Ductbank (SE...					5d	Jun/27/16 8:00 AM	Jul/1/16 4:00 PM	Install Underground Elect./ Low Voltage Ductbank (SEGMENT B)-North																							
Install Storm Drain Line (East Elev.)					8d	Aug/3/16 8:00 AM	Aug/12/16 4:00 ...	Install Storm Drain Line (East Elev.)																							
Install Underground Elect./ Low Voltage Ductbank (SE...					5d	Aug/15/16 8:00 AM	Aug/19/16 4:00 ...	Install Underground Elect./ Low Voltage Ductbank (SEGMENT B)-East Elev.																							
Site Utilities South					49d	Jun/20/16 8:00 A...	Aug/26/16 4:00 ...																								
End of School Year 2016					0d	Jun/20/16 8:00 A...	Jun/20/16 8:00 ...	End of School Year 2016																							
Excavate Sanitary Sewer Line					5d	Jun/29/16 8:00 A...	Jul/6/16 4:00 PM	Excavate Sanitary Sewer Line																							
Install Sanitary Sewer Line					5d	Jul/7/16 8:00 AM	Jul/13/16 4:00 PM	Install Sanitary Sewer Line																							
Layout and Excavate Common Utilities Trench					5d	Jul/14/16 8:00 AM	Jul/20/16 4:00 PM	Layout and Excavate Common Utilities Trench																							
Install Site Underground Common Utilities					25d	Jul/21/16 8:00 AM	Aug/24/16 4:00 ...	Install Site Underground Common Utilities																							
Sawcut, Demo, and Dispose of AC Paving					2d	Jun/20/16 8:00 AM	Jun/21/16 4:00 ...	Sawcut, Demo, and Dispose of AC Paving																							
Vacuum Trench Utility Trench					5d	Jun/22/16 8:00 AM	Jun/28/16 4:00 ...	Vacuum Trench Utility Trench																							
Patch Back AC Paving					2d	Aug/25/16 8:00 AM	Aug/26/16 4:00 ...	Patch Back AC Paving																							
Footings					34d	Jun/2/16 8:00 AM	Jul/20/16 4:00 PM																								
Segment B					32d	Jun/2/16 8:00 AM	Jul/18/16 4:00 PM																								
Layout And Excavate Footings/Grade Beams (SEGMENT B)					3d	Jun/2/16 8:00 AM	Jun/6/16 4:00 PM	Layout And Excavate Footings/Grade Beams (SEGMENT B)																							
Place Rebar					5d	Jun/16/16 8:00 AM	Jun/22/16 4:00 ...	Place Rebar																							

Preliminary Schedule

Lemonwood Elementary Reconstruction (Option B: 2 Phases) *Copy on 1.Feb.2016

2/9/16

WBS / Activity	Activity ID	Planned Duration	Start	Finish	... Q2 2016		Q3 2016		Q4 2016			Q1 2017			Q2 2017			Q3 2017			Q4 2017			Q1 2018			Q2 2018			
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
■ Pour Footings/Grade Beams	P2.B2.M.1080	4d	Sep/12/16 8:00 AM	Sep/15/16 4:00 PM																										
■ Install ICF Wall Forms and Shoring System	P2.B2.M.1130	35d	Sep/30/16 8:00 AM	Nov/17/16 4:00 PM																										
■ Place Rebar	P2.B2.M.1140	35d	Oct/3/16 8:00 AM	Nov/18/16 4:00 PM																										
■ ICF Wall Electrical Blockouts	P2.B2.M.1150	5d	Nov/21/16 8:00 AM	Nov/29/16 4:00 PM																										
■ ICF Wall Plumbing Blockouts	P2.B2.M.1160	5d	Nov/21/16 8:00 AM	Nov/29/16 4:00 PM																										
■ ICF Wall Mechanical Blockouts	P2.B2.M.1170	5d	Nov/21/16 8:00 AM	Nov/29/16 4:00 PM																										
■ Install Roof Steel Embeds, etc.	P2.B2.M.1180	5d	Nov/21/16 8:00 AM	Nov/29/16 4:00 PM																										
■ Survey Anchor Bolts/Embeds	P2.B2.M.1190	1d	Nov/30/16 8:00 AM	Nov/30/16 4:00 PM																										
■ Inspection	P2.B2.M.1200	1d	Nov/30/16 8:00 AM	Nov/30/16 4:00 PM																										
■ Pour Concrete (ICF Cores)	P2.B2.M.1230	35d	Oct/11/16 8:00 AM	Nov/30/16 4:00 PM																										
■ Remove Shoring/Tie-Backs	P2.B2.M.1240	2d	Dec/6/16 8:00 AM	Dec/7/16 4:00 PM																										
■ ICF Wall Electrical Rough-in	P2.B2.M.1250	8d	Dec/8/16 8:00 AM	Dec/19/16 4:00 PM																										
■ ICF Wall Plumbing Rough-in	P2.B2.M.1260	8d	Dec/8/16 8:00 AM	Dec/19/16 4:00 PM																										
■ Plumbing Underground Final	P2.B2.M.1290	3d	Aug/26/16 8:00 AM	Aug/30/16 4:00 PM																										
■ Electrical Underground Final	P2.B2.M.1300	3d	Aug/9/16 8:00 AM	Aug/11/16 4:00 PM																										
■ Place Rebar S.O.G.	P2.B2.M.1310	8d	Sep/16/16 8:00 AM	Sep/27/16 4:00 PM																										
■ Inspection	P2.B2.M.1320	1d	Sep/27/16 8:00 AM	Sep/27/16 4:00 PM																										
■ Pour Slab on Grade	P2.B2.M.1330	2d	Sep/28/16 8:00 AM	Sep/29/16 4:00 PM																										
■ Erect High Roof Steel Beams	P2.B2.M.1340	2d	Dec/2/16 8:00 AM	Dec/5/16 4:00 PM																										
■ Plumb, Line, Bolt Beams	P2.B2.M.1350	2d	Dec/6/16 8:00 AM	Dec/7/16 4:00 PM																										
■ Install Backstop Support Steel	P2.B2.M.1370	2d	Dec/14/16 8:00 AM	Dec/15/16 4:00 PM																										
■ Install Perimeter Bent Plate, Weld Deformed Bars, etc.	P2.B2.M.1390	2d	Dec/14/16 8:00 AM	Dec/15/16 4:00 PM																										
■ Erect Low Roof Steel Beams	P2.B2.M.1530	2d	Dec/6/16 8:00 AM	Dec/7/16 4:00 PM																										
■ Plumb, Line, Bolt Beams	P2.B2.M.1540	2d	Dec/8/16 8:00 AM	Dec/9/16 4:00 PM																										
■ Install Perimeter Bent Plate, Weld Deformed Bars, etc.	P2.B2.M.1570	2d	Dec/15/16 8:00 AM	Dec/16/16 4:00 PM																										
■ Low Roof		18d	Dec/12/16 8:00 AM	Jan/6/17 4:00 PM																										
■ Weld Beams/ Install Kickers, Bracing, etc.	P2.B2.M.1550	3d	Dec/12/16 8:00 AM	Dec/14/16 4:00 PM																										
■ Install Metal Deck (Low Roof)	P2.B2.M.1560	2d	Dec/19/16 8:00 AM	Dec/20/16 4:00 PM																										
■ Weld Metal Deck	P2.B2.M.1580	2d	Dec/21/16 8:00 AM	Dec/22/16 4:00 PM																										
■ Electrical Penetrations	P2.B2.M.1590	3d	Dec/23/16 8:00 AM	Dec/28/16 4:00 PM																										
■ Plumbing Penetrations	P2.B2.M.1600	3d	Dec/23/16 8:00 AM	Dec/28/16 4:00 PM																										
■ Mechanical Penetrations	P2.B2.M.1610	3d	Dec/23/16 8:00 AM	Dec/28/16 4:00 PM																										
■ Layout and Form Mechanical Equipment Pads	P2.B2.M.1650	2d	Dec/29/16 8:00 AM	Dec/30/16 4:00 PM																										
■ Install Styrofoam	P2.B2.M.1660	1d	Jan/3/17 8:00 AM	Jan/3/17 4:00 PM																										
■ Install Rebar	P2.B2.M.1670	2d	Jan/4/17 8:00 AM	Jan/5/17 4:00 PM																										
■ Inspection	P2.B2.M.1680	1d	Jan/5/17 8:00 AM	Jan/5/17 4:00 PM																										
■ Pour Mechanical Equipment Pads	P2.B2.M.1690	1d	Jan/6/17 8:00 AM	Jan/6/17 4:00 PM																										
■ High Roof		20d	Dec/8/16 8:00 AM	Jan/6/17 4:00 PM																										
■ Weld Beams/ Install Kickers, Bracing, etc.	P2.B2.M.1360	4d	Dec/8/16 8:00 AM	Dec/13/16 4:00 PM																										
■ Install Metal Deck (High Roof)	P2.B2.M.1380	2d	Dec/16/16 8:00 AM	Dec/19/16 4:00 PM																										
■ Weld Metal Deck	P2.B2.M.1400	2d	Dec/20/16 8:00 AM	Dec/21/16 4:00 PM																										
■ Electrical Penetrations	P2.B2.M.1410	3d	Dec/22/16 8:00 AM	Dec/27/16 4:00 PM																										
■ Plumbing Penetrations	P2.B2.M.1420	3d	Dec/22/16 8:00 AM	Dec/27/16 4:00 PM																										
■ Mechanical Penetrations	P2.B2.M.1430	3d	Dec/22/16 8:00 AM	Dec/27/16 4:00 PM																										
■ Layout and Form Mechanical Equipment Pads	P2.B2.M.1470	3d	Dec/28/16 8:00 AM	Dec/30/16 4:00 PM																										
■ Install Styrofoam	P2.B2.M.1480	2d	Jan/3/17 8:00 AM	Jan/4/17 4:00 PM																										
■ Install Rebar	P2.B2.M.1490	1d	Jan/5/17 8:00 AM	Jan/5/17 4:00 PM																										
■ Inspection	P2.B2.M.1500	1d	Jan/5/17 8:00 AM	Jan/5/17 4:00 PM																										
■ Pour Mechanical Equipment Pads	P2.B2.M.1510	1d	Jan/6/17 8:00 AM	Jan/6/17 4:00 PM																										
■ Finish Roofing System		21d	Dec/29/16 8:00 AM	Jan/30/17 4:00 PM																										
■ Install Mechanical Equipment	P2.B2.M.1700	3d	Jan/17/17 8:00 AM	Jan/19/17 4:00 PM																										
■ Install Gas Lines	P2.B2.M.1710	3d	Jan/24/17 8:00 AM	Jan/26/17 4:00 PM																										
■ Install Vent Lines	P2.B2.M.1720	3d	Jan/24/17 8:00 AM	Jan/26/17 4:00 PM																										
■ Install Condensate Lines	P2.B2.M.1730	3d	Jan/24/17 8:00 AM	Jan/26/17 4:00 PM																										
■ Install Ductwork	P2.B2.M.1740	4d	Jan/24/17 8:00 AM	Jan/27/17 4:00 PM																										
■ Install Hydronic**/Refrigeration Lines	P2.B2.M.1750	4d	Jan/24/17 8:00 AM	Jan/27/17 4:00 PM																										
■ Install Disconnects	P2.B2.M.1760	5d	Jan/24/17 8:00 AM	Jan/30/17 4:00 PM																										
■ Install Branch Wire/Conduits	P2.B2.M.1770	5d	Jan/24/17 8:00 AM	Jan/30/17 4:00 PM																										

Preliminary Schedule

Lemonwood Elementary Reconstruction (Option B: 2 Phases) *Copy on 1.Feb.2016

2/9/16

WBS / Activity	Activity ID	Planned Duration	Start	Finish	... Q2 2016		Q3 2016		Q4 2016			Q1 2017			Q2 2017			Q3 2017			Q4 2017			Q1 2018			Q2 2018			
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Mudd/Tape/Sand Walls	P2.B2.INT.13...	14d	Feb/24/17 8:00 AM	Mar/15/17 4:00 ...																										
Prime/ 1st Coat Paint	P2.B2.INT.13...	6d	Mar/15/17 8:00 AM	Mar/23/17 4:00 ...																										
Final Coat Paint	P2.B2.INT.13...	6d	Mar/31/17 8:00 AM	Apr/7/17 4:00 PM																										
O.H. Inspection	P2.B2.INT.13...	2d	Feb/21/17 8:00 AM	Feb/22/17 4:00 ...																										
Install Tectum Ceiling Wires/Anchors**	P2.B2.INT.13...	3d	Feb/23/17 8:00 AM	Feb/27/17 4:00 ...																										
Install Tectum Ceiling Panels	P2.B2.INT.13...	10d	Feb/28/17 8:00 AM	Mar/13/17 4:00 ...																										
Install Tectum Wall Panels	P2.B2.INT.13...	10d	Mar/14/17 8:00 AM	Mar/27/17 4:00 ...																										
Install Stage Lighting and Equipment	P2.B2.INT.14...	10d	Mar/14/17 8:00 AM	Mar/27/17 4:00 ...																										
Install Basketball Backstop	P2.B2.INT.14...	5d	Mar/28/17 8:00 AM	Apr/3/17 4:00 PM																										
Install Shot Clock, Scoreboard, etc.	P2.B2.INT.14...	5d	Mar/28/17 8:00 AM	Apr/3/17 4:00 PM																										
Install VCT Flooring	P2.B2.INT.14...	8d	Mar/22/17 8:00 AM	Mar/31/17 4:00 ...																										
Install Resilient Athletic Flooring	P2.B2.INT.14...	10d	Mar/28/17 8:00 AM	Apr/10/17 4:00 PM																										
Install Basketball Court Striping	P2.B2.INT.14...	4d	Apr/11/17 8:00 AM	Apr/14/17 4:00 PM																										
Install FRP at Janitors Room**	P2.B2.INT.14...	2d	Mar/15/17 8:00 AM	Mar/17/17 4:00 ...																										
Install Furniture, Equipment Shelf, Etc.	P2.B2.INT.14...	8d	Apr/3/17 8:00 AM	Apr/12/17 4:00 PM																										
Install Lockers	P2.B2.INT.15...	5d	Mar/24/17 8:00 AM	Mar/30/17 4:00 ...																										
Install Benches	P2.B2.INT.15...	2d	Mar/31/17 8:00 AM	Apr/3/17 4:00 PM																										
Install Drinking Fountains	P2.B2.INT.15...	1d	Mar/24/17 8:00 AM	Mar/24/17 4:00 ...																										
Owner Installed Equipment	P2.B2.INT.15...	5d	Apr/3/17 8:00 AM	Apr/7/17 4:00 PM																										
Install TVs and Mounting Brackets	P2.B2.INT.15...	2d	Apr/7/17 8:00 AM	Apr/10/17 4:00 PM																										
Install Theater Equipment	P2.B2.INT.15...	8d	Mar/28/17 8:00 AM	Apr/6/17 4:00 PM																										
Install Ceiling Door	P2.B2.INT.15...	3d	Mar/24/17 8:00 AM	Mar/28/17 4:00 ...																										
Install Fire Extinguisher Cabinets	P2.B2.INT.15...	2d	Mar/24/17 8:00 AM	Mar/27/17 4:00 ...																										
Install Electrical Finish	P2.B2.INT.15...	10d	Mar/24/17 8:00 AM	Apr/6/17 4:00 PM																										
Install Fire Alarm Finish	P2.B2.INT.15...	5d	Mar/24/17 8:00 AM	Mar/30/17 4:00 ...																										
Install Fire Sprinkler Finish	P2.B2.INT.16...	10d	Mar/24/17 8:00 AM	Apr/6/17 4:00 PM																										
Install Plumbing Finish	P2.B2.INT.16...	10d	Mar/24/17 8:00 AM	Apr/6/17 4:00 PM																										
Install HVAC Controls/T-Stats	P2.B2.INT.16...	5d	Mar/24/17 8:00 AM	Mar/30/17 4:00 ...																										
Pull Low Voltage Cabling (back to MDF Room)	P2.B2.INT.16...	10d	Jan/31/17 8:00 AM	Feb/13/17 4:00 ...																										
Pull Fiber Optics Cables	P2.B2.INT.16...	10d	Jan/31/17 8:00 AM	Feb/13/17 4:00 ...																										
Install Clocks/Speakers	P2.B2.INT.16...	5d	Apr/10/17 8:00 AM	Apr/14/17 4:00 PM																										
Install Occupancy Sensors	P2.B2.INT.16...	5d	Apr/10/17 8:00 AM	Apr/14/17 4:00 PM																										
Install Cameras	P2.B2.INT.16...	5d	Mar/24/17 8:00 AM	Mar/30/17 4:00 ...																										
Install Light Fixtures	P2.B2.INT.17...	10d	Mar/24/17 8:00 AM	Apr/6/17 4:00 PM																										
Install HVAC Grilles/Diffusers	P2.B2.INT.17...	5d	Mar/20/17 8:00 AM	Mar/24/17 4:00 ...																										
Install Signage	P2.B2.INT.17...	2d	Apr/7/17 8:00 AM	Apr/10/17 4:00 PM																										
Final Clean	P2.B2.INT.17...	2d	Apr/17/17 8:00 AM	Apr/18/17 4:00 PM																										
Punchlist	P2.B2.INT.17...	10d	Apr/14/17 8:00 AM	Apr/27/17 4:00 PM																										
Kitchen		75d	Jan/17/17 8:00 A...	May/2/17 4:00 PM																										
Health Department Corrections	A1330	5d	Apr/19/17 8:00 AM	Apr/25/17 4:00 PM																										
Health Department Re-Inspection	A1340	5d	Apr/26/17 8:00 AM	May/2/17 4:00 PM																										
Frame Walls	P2.B2.K.1000	3d	Jan/17/17 8:00 AM	Jan/19/17 4:00 ...																										
Frame Ceilings	P2.B2.K.1010	6d	Feb/6/17 8:00 AM	Feb/13/17 4:00 ...																										
In-Wall Electrical Rough-in	P2.B2.K.1020	7d	Jan/20/17 8:00 AM	Jan/30/17 4:00 ...																										
In-Wall Plumbing Rough-in	P2.B2.K.1030	7d	Jan/20/17 8:00 AM	Jan/30/17 4:00 ...																										
Install Wall Backing	P2.B2.K.1040	1d	Jan/18/17 8:00 AM	Jan/18/17 4:00 ...																										
Drywall (1 Side)	P2.B2.K.1050	3d	Feb/3/17 8:00 AM	Feb/7/17 4:00 PM																										
O.H. Plumbing	P2.B2.K.1080	7d	Jan/19/17 8:00 AM	Jan/27/17 4:00 ...																										
O.H. Mechanical Ductwork	P2.B2.K.1090	10d	Jan/19/17 8:00 AM	Feb/1/17 4:00 PM																										
O.H. Fire Sprinkler Piping	P2.B2.K.1110	8d	Jan/19/17 8:00 AM	Jan/30/17 4:00 ...																										
Firestop In-Wall/Thru Slab Penetrations	P2.B2.K.1120	2d	Jan/31/17 8:00 AM	Feb/1/17 4:00 PM																										
T.O.W. Firestopping	P2.B2.K.1130	2d	Feb/21/17 8:00 AM	Feb/22/17 4:00 ...																										
Insulate Walls	P2.B2.K.1140	2d	Feb/8/17 8:00 AM	Feb/9/17 4:00 PM																										
Drywall (2nd Side)	P2.B2.K.1150	6d	Feb/10/17 8:00 AM	Feb/17/17 4:00 ...																										
Drywall Ceilings	P2.B2.K.1160	3d	Feb/14/17 8:00 AM	Feb/16/17 4:00 ...																										
Mudd/Tape/Sand Walls	P2.B2.K.1170	8d	Feb/21/17 8:00 AM	Mar/2/17 4:00 PM																										
Field Measure Kitchen Equipment	P2.B2.K.1180	2d	Feb/21/17 8:00 AM	Feb/22/17 4:00 ...																										
Rebar Walk-in Cooler Slab	P2.B2.K.1220	1d	Mar/3/17 8:00 AM	Mar/3/17 4:00 PM																										

Preliminary Schedule

Lemonwood Elementary Reconstruction (Option B: 2 Phases) *Copy on 1.Feb.2016

2/9/16

WBS / Activity	Activity ID	Planned Duration	Start	Finish	Q2 2016		Q3 2016		Q4 2016			Q1 2017			Q2 2017			Q3 2017			Q4 2017		Q1 2018			Q2 2018				
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
				
█ O.H. Fire Sprinkler Lines	B4.INT.1210	7d	Nov/14/17 8:00 AM	Nov/22/17 4:00 ...																										
█ Install Mech. Equipment	B4.INT.1220	5d	Nov/14/17 8:00 AM	Nov/20/17 4:00 ...																										
█ Install Mech. Equipment Seismic	B4.INT.1230	3d	Nov/21/17 8:00 AM	Nov/27/17 4:00 ...																										
█ One-Side Drywall	B4.INT.1240	5d	Nov/22/17 8:00 AM	Nov/30/17 4:00 ...																										
█ Drywall Soffits	B4.INT.1250	3d	Dec/7/17 8:00 AM	Dec/11/17 4:00 ...																										
█ Drywall Ceilings	B4.INT.1260	3d	Dec/8/17 8:00 AM	Dec/12/17 4:00 ...																										
█ Install Wall Insulation	B4.INT.1270	2d	Dec/1/17 8:00 AM	Dec/4/17 4:00 PM																										
█ Firestop In-Wall/Thru Slab Penetrations	B4.INT.1280	2d	Dec/1/17 8:00 AM	Dec/4/17 4:00 PM																										
█ Drywall (2nd Side Walls)	B4.INT.1290	5d	Dec/5/17 8:00 AM	Dec/11/17 4:00 ...																										
█ Mudd/Tape/Sand Walls	B4.INT.1300	5d	Dec/6/17 8:00 AM	Dec/12/17 4:00 ...																										
█ Prime/ 1st Coat Paint	B4.INT.1310	5d	Dec/13/17 8:00 AM	Dec/19/17 4:00 ...																										
█ Final Coat Paint	B4.INT.1320	5d	Dec/29/17 8:00 AM	Jan/5/18 4:00 PM																										
█ O.H. Inspection	B4.INT.1330	2d	Nov/29/17 8:00 AM	Nov/30/17 4:00 ...																										
█ Install Acoustical Grid	B4.INT.1340	8d	Dec/1/17 8:00 AM	Dec/12/17 4:00 ...																										
█ Install Acoustical Ceiling Tile	B4.INT.1350	3d	Dec/26/17 8:00 AM	Dec/28/17 4:00 ...																										
█ Install Millwork/Casework	B4.INT.1360	4d	Dec/20/17 8:00 AM	Dec/26/17 4:00 ...																										
█ Install Horizontal Sliding Wall	B4.INT.1370	5d	Dec/20/17 8:00 AM	Dec/27/17 4:00 ...																										
█ Install VCT Flooring	B4.INT.1380	5d	Jan/4/18 8:00 AM	Jan/10/18 4:00 ...																										
█ Install Markerboards/Tackboards	B4.INT.1390	5d	Dec/27/17 8:00 AM	Jan/3/18 4:00 PM																										
█ Install Furniture, Equipment Shelf, Etc.	B4.INT.1400	3d	Jan/11/18 8:00 AM	Jan/16/18 4:00 ...																										
█ Install TVs and Mounting Brackets	B4.INT.1410	6d	Dec/27/17 8:00 AM	Jan/4/18 4:00 PM																										
█ Install A/V Intercom Speakers	B4.INT.1420	6d	Dec/27/17 8:00 AM	Jan/4/18 4:00 PM																										
█ Install Fire Extinguisher Cabinets	B4.INT.1430	2d	Jan/11/18 8:00 AM	Jan/12/18 4:00 ...																										
█ Install Electrical Finish	B4.INT.1440	5d	Dec/27/17 8:00 AM	Jan/3/18 4:00 PM																										
█ Install Fire Alarm Finish	B4.INT.1450	5d	Dec/13/17 8:00 AM	Dec/19/17 4:00 ...																										
█ Install Fire Sprinkler Finish	B4.INT.1460	5d	Dec/13/17 8:00 AM	Dec/19/17 4:00 ...																										
█ Install Plumbing Finish	B4.INT.1470	3d	Jan/8/18 8:00 AM	Jan/10/18 4:00 ...																										
█ Install HVAC Controls/T-Stats	B4.INT.1480	8d	Dec/27/17 8:00 AM	Jan/8/18 4:00 PM																										
█ Pull Low Voltage Cabling (back to Signal Room)**	B4.INT.1500	10d	Dec/5/17 8:00 AM	Dec/18/17 4:00 ...																										
█ Install Cameras	B4.INT.1520	3d	Jan/11/18 8:00 AM	Jan/16/18 4:00 ...																										
█ Install Wireless Equipment	B4.INT.1530	3d	Jan/11/18 8:00 AM	Jan/16/18 4:00 ...																										
█ Install Light Fixtures	B4.INT.1540	8d	Dec/13/17 8:00 AM	Dec/22/17 4:00 ...																										
█ Install HVAC Grilles/Diffusers	B4.INT.1550	5d	Dec/13/17 8:00 AM	Dec/19/17 4:00 ...																										
█ Install Signage	B4.INT.1560	3d	Jan/8/18 8:00 AM	Jan/10/18 4:00 ...																										
█ Final Clean	B4.INT.1570	3d	Jan/17/18 8:00 AM	Jan/19/18 4:00 ...																										
█ Pre Punchlist	B4.INT.1580	5d	Jan/22/18 8:00 AM	Jan/26/18 4:00 ...																										
█ In-Wall Inspection	B4.INT.2000	1d	Nov/22/17 8:00 AM	Nov/22/17 4:00 ...																										
█ Restrooms		46d	Nov/15/17 8:00 A...	Jan/24/18 4:00 ...																										
█ North		46d	Nov/15/17 8:00 A...	Jan/24/18 4:00 ...																										
█ Frame Ceilings	B4.R.1010	4d	Nov/30/17 8:00 AM	Dec/5/17 4:00 PM																										
█ Drywall (1 Side)	B4.R.1020	3d	Nov/22/17 8:00 AM	Nov/28/17 4:00 ...																										
█ In-Wall Electrical Rough-In	B4.R.1030	6d	Nov/15/17 8:00 AM	Nov/22/17 4:00 ...																										
█ In-Wall Plumbing Rough-In	B4.R.1040	6d	Nov/15/17 8:00 AM	Nov/22/17 4:00 ...																										
█ Install Backing	B4.R.1050	1d	Nov/29/17 8:00 AM	Nov/29/17 4:00 ...																										
█ O.H. Electrical	B4.R.1060	3d	Nov/17/17 8:00 AM	Nov/21/17 4:00 ...																										
█ O.H. Plumbing	B4.R.1070	3d	Nov/17/17 8:00 AM	Nov/21/17 4:00 ...																										
█ Plumbing Pipe Insulation	B4.R.1080	2d	Nov/21/17 8:00 AM	Nov/22/17 4:00 ...																										
█ O.H. Mechanical Ductwork	B4.R.1090	5d	Nov/20/17 8:00 AM	Nov/28/17 4:00 ...																										
█ O.H. Fire Sprinkler Piping	B4.R.1120	3d	Nov/20/17 8:00 AM	Nov/22/17 4:00 ...																										
█ Firestop In-Wall/Thru Slab Penetrations	B4.R.1130	2d	Nov/29/17 8:00 AM	Nov/30/17 4:00 ...																										
█ T.O.W. Firestopping	B4.R.1140	2d	Dec/11/17 8:00 AM	Dec/12/17 4:00 ...																										
█ Insulate Walls	B4.R.1150	2d	Nov/29/17 8:00 AM	Nov/30/17 4:00 ...																										
█ Drywall (2nd Side)	B4.R.1160	6d	Dec/1/17 8:00 AM	Dec/8/17 4:00 PM																										
█ Drywall Ceiling	B4.R.1170	3d	Dec/6/17 8:00 AM	Dec/8/17 4:00 PM																										
█ Mudd/Tape/Sand Walls	B4.R.1180	6d	Dec/11/17 8:00 AM	Dec/18/17 4:00 ...																										
█ Primer/Paint 1st Coat	B4.R.1190	2d	Dec/19/17 8:00 AM	Dec/20/17 4:00 ...																										
█ Set Wall/Floor Tile	B4.R.1200	8d	Dec/21/17 8:00 AM	Jan/3/18 4:00 PM																										
█ Install Plumbing Fixtures	B4.R.1210	4d	Jan/4/18 8:00 AM	Jan/9/18 4:00 PM																										

- █ O.H. Fire Sprinkler Lines
- █ Install Mech. Equipment
- █ Install Mech. Equipment Seismic
- █ One-Side Drywall
 - █ Drywall Soffits
 - █ Drywall Ceilings
- █ Install Wall Insulation
- █ Firestop In-Wall/Thru Slab Penetrations
- █ Drywall (2nd Side Walls)
- █ Mudd/Tape/Sand Walls
- █ Prime/ 1st Coat Paint
- █ Final Coat Paint
- █ O.H. Inspection
- █ Install Acoustical Grid
 - █ Install Acoustical Ceiling Tile
- █ Install Millwork/Casework
- █ Install Horizontal Sliding Wall
 - █ Install VCT Flooring
- █ Install Markerboards/Tackboards
- █ Install Furniture, Equipment Shelf, Etc.
- █ Install TVs and Mounting Brackets
- █ Install A/V Intercom Speakers
- █ Install Fire Extinguisher Cabinets
- █ Install Electrical Finish
- █ Install Fire Alarm Finish
- █ Install Fire Sprinkler Finish
 - █ Install Plumbing Finish
- █ Install HVAC Controls/T-Stats
- █ Pull Low Voltage Cabling (back to Signal Room)**
 - █ Install Cameras
 - █ Install Wireless Equipment
- █ Install Light Fixtures
- █ Install HVAC Grilles/Diffusers
- █ Install Signage
- █ Final Clean
- █ Pre Punchlist
- █ In-Wall Inspection
- █ Frame Ceilings
- █ Drywall (1 Side)
- █ In-Wall Electrical Rough-in
- █ In-Wall Plumbing Rough-in
- █ Install Backing
- █ O.H. Electrical
- █ O.H. Plumbing
- █ Plumbing Pipe Insulation
- █ O.H. Mechanical Ductwork
- █ O.H. Fire Sprinkler Piping
- █ Firestop In-Wall/Thru Slab Penetrations
- █ T.O.W. Firestopping
- █ Insulate Walls
- █ Drywall (2nd Side)
- █ Drywall Ceiling
- █ Mudd/Tape/Sand Walls
- █ Primer/Paint 1st Coat
- █ Set Wall/Floor Tile
- █ Install Plumbing Fixtures

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

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

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

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

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

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

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

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

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

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

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty -Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

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

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

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

SECTION 24. NOTICES

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

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

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

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

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

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

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

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

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

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

SECTION 31. SEVERABILITY

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

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

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

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

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

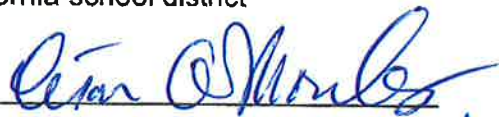
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **October 19, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda X Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

LIABILITY CLAIM: VCBA07398A1 (Vaca/Magaña)

On or about August 12, 2016, the Oxnard School District received a verified claim form from the claimant's attorney, on behalf of the claimant. The claimant is a parent of a student who attends a school in the Oxnard School District.

The claimant states that she fell as a result of a slippery floor in the cafeteria. The claimant alleges that the district is liable for the injuries that she sustained to her spine, hips, and left foot. The claimant is seeking an amount yet to be determined to cover the cost of physician care.

We are advised by 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 the Joint Powers Authority (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 VCBA07398A1.

ADDITIONAL MATERIAL

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **October 19, 2016**

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda X Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

LIABILITY CLAIM: VCBA07445A2 (Vaca/Magaña)

On or about August 30, 2016, the Oxnard School District received a verified claim form from the claimant.

The claimant indicates that they parked their vehicle near the far end of the staff parking area. As claimant was leaving for the day, it was discovered that the rear left window was completely shattered.

This appears to be a case of questionable liability, as the damages to the claimant's vehicle appear to have been the result of vandalism. The District is not liable for damages that result from criminal activity.

We are advised by 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 the Joint Powers Authority (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 VCBA07445A2.

ADDITIONAL MATERIAL

None

BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: October 19, 2016

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Establish/Abolish/Increase/Reduce Hours of Position (Koch)

Establish

an eight hour, 246 day District Enrollment Center Manager, position number 7906, to be established in the Pupil Services department. This position will be established to provide support for the Enrollment Center.

an eight hour, 210 day School Office Manager, position number 7915, to be established at San Miguel School. This position will be established to provide support.

a five hour and forty-five minute, 183 day Paraeducator II, position number 7914, to be established in Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute, 183 day Paraeducator III, position number 7902, to be established in Special Education department. This position will be established to provide additional support.

a five hour and forty-five minute, 183 day Paraeducator III, position number 7903, to be established in Special Education department. This position will be established to provide additional support.

FISCAL IMPACT

Cost for District Enrollment Center Manager-\$107,712 General

Cost for School Office Manager-\$69,638 General

Cost for Para II-\$26,453.00 General

Cost for Para III-\$27,141.00 Special Ed.

Cost for Para III-\$27,141.00 Special Ed.

RECOMMENDATION

It is the recommendation to approve the establishment of positions, as presented.

ADDITIONAL MATERIAL

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: October 19, 2016

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A: PRELIMINARY _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA X

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

- SECTION D: ACTION _____
- SECTION E: REPORTS/DISCUSSION _____
- SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Koch)

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.

FISCAL IMPACT

RECOMMENDATION

It is the recommendation to approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL

Attached: Classified Personnel Actions (page)
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

Ambriz, Gabriela	Temp. Elementary Support Teacher, Drifill	October 5, 2016
Andrea Bleecher	Temp. Speech/Language Specialist, Pupil Services	September 30, 2016
Laura Christian	Temp. Speech/Language Specialist, Pupil Services	September 19, 2016
Sandra Stevenson	Temp. Teacher, Kindergarten SEI, Brekke	September 20, 2016
Diana Aldapa-Fonseca	Substitute Teacher	2016/2017 School Year
Antonia Arevalo	Substitute Teacher	2016/2017 School Year
Gwendolyne Boden	Substitute Teacher	2016/2017 School Year

**Intervention Services
Provider (less than 20
hours per week not to
exceed 75% or 135 days
a year**

Diana Brooks	10/05/2016
Eloise Vinton	09/29/2016

RETIREMENT

Douglas DuBois	MSAP Site Coordinator, Frank	10/08/2016
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LEAVE OF ABSENCE

Adriana Ramos	Teacher, Spanish, Fremont	August 1, 2016 – July 30, 2017
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RESIGNATION

Martha Diazconti	Teacher, Special Education E/C, San Miguel	10/04/2016
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CLASSIFIED PERSONNEL ACTIONS

October 19, 2016

Limited Term

Gomez, Rebecca	Paraeducator	10/03/2016
Vazquez Guzman, Adriana	Clerical	09/14/2016
Watson, Terry	Paraeducator	09/23/2016

Exempt

Cruz, Giselle	Campus Assistant	08/18/2016
Esparza, Lydia	Campus Assistant	09/23/2016
Garcia Nicacio, Alejandra	Campus Assistant	09/02/2016
Gonzalez, Orlando	Campus Assistant	08/20/2016
Guerrero, Ashley	Campus Assistant	08/30/2016
Luis, Ray	Campus Assistant	09/28/2016
Ochoa, Cassandra	Campus Assistant	08/30/2016
Ojeda Jr., Martin	Campus Assistant	09/28/2016
Pleitez-Cruz, Jonathan	Campus Assistant	09/28/2016
Reveles, Isabel	Campus Assistant	08/29/2016
Rios, Maria	Campus Assistant	09/22/2016
Romero, Vanessa	Campus Assistant	08/31/2016
	Campus Assistant	09/09/2016

Transfer

Garibay, Christina	Administrative Assistant, Position #7098	10/10/2016
	Special Education 8.0 hrs./246 days	
Gonzalez, Maria Irene	Administrative Assistant, Position #560	10/10/2016
	Educational Services 8.0 hrs./246 days	
	Administrative Assistant, Position #5422	
	Certificated Human Resources 8.0 hrs./246 days	
	Administrative Assistant, Position #7098	
	Special Education 8.0 hrs./246 days	

OSD BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman**

Date of Meeting: **10/19/16**

- A. Preliminary Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items X
- E. Report/Discussion Items (no action)
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the English Learner Master Plan (Freeman)

The English Learner Master Plan (ELMP) has been revised to reflect current legislation and practices in the Oxnard School District. A Governing Board study session was held on August 24, 2016. The ELMP was reviewed by the District English Learner Advisory Committee (DELAC) on September 29, 2016.

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the English Learner Master Plan as presented.

ADDITIONAL MATERIAL: None

Copies of the plan will be made available for each school site and the plan will be posted on the Oxnard School District website in December.

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 10-19-16

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

APPROVAL OF BOARD OF TRUSTEES/SUPERINTENDENT VISION & MISSION STATEMENTS AND GOALS & OBJECTIVES FOR 2016-2017

The following Goals & Objectives represent a collaborative process which indicates specific areas of focus for the 2016-2017 school years.

Vision Statement

“Empowering All Children to Achieve Excellence”

Mission Statement

“Ensure a Culturally Diverse Education for Each Student in a Safe, Healthy and Supportive Environment That Prepares Students for College and Career Opportunities.”

DISTRICT GOAL ONE:

All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students For College and Career Opportunities

➤ **Objectives:**

- 1.1 All students will demonstrate grade level reading proficiency.
- 1.2 All students will demonstrate grade level math proficiency.
- 1.3 All English Learners will demonstrate annual progress in English Proficiency in pursuit of Reclassification.
- 1.4 Schools will support Science Technology Engineering Arts and Mathematics (STEAM) through the development and implementation of a Strand Focus.
- 1.5 Ensure technology is used consistently as a tool to aid in student learning.

DISTRICT GOAL TWO:

Improve Communication With Parents, Community and Staff

➤ **Objectives:**

- 2.1 Develop a Strategic Communication Plan ensuring that all segments of the District’s stakeholders are reached.
- 2.2 Promote school site accomplishments and programs.
- 2.3 Ensure parent participation in school and district meetings, advisory committees and School Site Councils.
- 2.4 Develop feedback loop opportunities for parents, community and staff.
- 2.5 Continue to implement Cultural Proficiency training and support Districtwide.
- 2.6 Develop plan to improve customer service Districtwide.

DISTRICT GOAL THREE:

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

➤ **Objectives:**

- 3.1 Increase enrollment capacity over time to accommodate projected growth.
- 3.2 Develop a collaborative working relationship with the City of Oxnard for planning and development purposes, sharing of facilities and joint use agreements.
- 3.3 Adopt three tiers of alternate funding to maximize the Facilities Implementation Program over time:
 - Basic Program: rely on local funding only – remaining Developer Fees and Capital Program Fund balances and Measure “R” proceeds – 2017
 - Enhanced Program: rely on the Basic Program, plus matching State Grants for Modernization (60/40) and New Construction (50/50) – 2027
 - Extended Program: rely on the Basic Program plus the Enhanced Program, plus State Financial Hardship Funding to provide the District’s local match share for Modernization and New Construction Grants – 2027

FISCAL IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Board of Trustees/Superintendent Vision and Mission Statement, and the Goals & Objectives for 2016-2017, as presented.

ADDITIONAL MATERIAL:

- PowerPoint Presentation

OXNARD SCHOOL DISTRICT VISION STATEMENT



**“Empowering all Children
to
Achieve Excellence”**

OXNARD SCHOOL DISTRICT MISSION STATEMENT



**“Ensure a Culturally Diverse Education
for Each Student in a Safe,
Healthy and Supportive Environment
That Prepares Students for College and
Career Opportunities.”**

District Goal One:

All Students will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

Objectives:

- 1.1 All students will demonstrate grade level reading proficiency.
- 1.2 All students will demonstrate grade level math proficiency.
- 1.3 All English Learners will demonstrate annual progress in English Proficiency in pursuit of Reclassification.
- 1.4 Schools will support Science Technology Engineering Arts and Mathematics (STEAM) through the development and implementation of a Strand Focus.
- 1.5 Ensure technology is used consistently as a tool to aid in student learning.

District Goal Two:

Improve Communication with Parents, Community and Staff

Objectives:

- 2.1 Develop a Strategic Communication Plan ensuring that all segments of the District's stakeholders are reached.
- 2.2 Promote school site accomplishments and programs.
- 2.3 Ensure parent participation in school and district meetings, advisory committees and School Site Councils.
- 2.4 Develop feedback loop opportunities for parents, community and staff.
- 2.5 Continue to implement Cultural Proficiency training and support Districtwide.
- 2.6 Develop plan to improve customer service Districtwide.

District Goal Three:

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

Objectives:

- 3.1 Increase enrollment capacity over time to accommodate projected growth.
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- 3.3 Adopt three tiers of alternate funding to maximize the Facilities Implementation Program over time:
 - Basic Program: rely on local funding only – remaining Developer Fees and Capital Program Fund balances and Measure “R” proceeds – 2017
 - Enhanced Program: rely on the Basic Program, plus matching State Grants for Modernization (60/40) and New Construction (50/50) – 2027
 - Extended Program: rely on the Basic Program plus the Enhanced Program, plus State Financial Hardship Funding to provide the District’s local match share for Modernization and New Construction Grants - 2027

Regular Board Meeting
June 1, 2016

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, June 1, 2016, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Alyssa Petris, 3rd grader in Mrs. Phenix’ class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Chelsea Gutierrez, 3rd grader in Mrs. Phenix’ class read the District’s Vision and Mission Statements in English and Maria Abonce Nieto, 3rd grader in Mrs. Phenix class read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Dr. Shannon Coletti, Principal at Sierra Linda School introduced students Alyssa, Chelsea, Maria, Camille and Naomi who performed “16 Moons” for the Board and audience. Dr. Coletti presented an iMovie developed by the students presenting Sierra Linda School.

PRESENTATION BY SIERRA LINDA SCHOOL

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

Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Mr. Greg Brisbane, Principal at Fremont Middle School who thanked the Board for the opportunity to present their project to fight plastic pollution in cooperation with the Monterey Bay Aquarium. Instructors Mr. Osvaldo Lopez and Dr. Manfred Koch and 44 students participated in recycling plastic water bottles schoolwide every Tuesday with an average of 250-1,000 bottles per week. Their motto is “Refill Not Landfill”.

PRESENTATION ON PLASTIC BOLTTLLE POLLUTION BY FREMONT STUDENTS & STAFF

The proceeds from the recycling would be used to acquire indoor and outdoor hydration stations and educate the public about the necessity of reducing ocean plastic pollution. The Board thanked the student and staff for the wonderful presentation and encouraged them to continue to education and be part of the plastic pollution solution.

- A. Changes to the agenda were noted:
 - Section C, Consent Agenda – C.2 Agreement #15-245 with Action Through Action Sports, correct agreement to state Sierra Linda School not Kamala School;

ADOPTION OF THE AGENDA

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

Dr. Cesar Morales, District Superintendent announced the names of the students that placed in the annual Cesar Chavez Student Competition in the areas of Art and Oratory. The Competition was sponsored by the Oxnard Chapter of the

STUDENT RECOGNITION CESAR E. CHAVEZ

Association of Mexican-American Educators (AMAE). Students present were awarded a plaque for participating from the Board of Trustees.

COMPETITION & AWARDS

- Cynthia Garcia-Doane, past local AMAE President and current State AMAE President, provided a brief summary of the competition and the AMAE organization.

Public Comment

Ms. Robin Freeman, Assistant Superintendent, Educational Services, thanked Dr. Valerie Chrisman, Associate Superintendent of Educational Services and Ms. Lisa Salas Brown, Director, Local District Support Services from the Ventura County Office of Education for the huge support provided to the Oxnard School District.

STUDY SESSION OXNARD SCHOOL DISTRICT 2016-2017 LOCAL CONTROL AND ACCOUNTABILITY PLAN AND 2016-2017 ADOPTED BUDGET

Ms. Freeman provided an in depth report on the District's Local Control and Accountability Plan (LCAP) for 2016-2017. She provided information on the history of the LCAP, the life cycle which is continuous, and stakeholders on the committee. Ms. Freeman reviewed the 2015-2016 Four Goals and provided an update on the goals.

Ms. Freeman provided a summary of the 2016-2017 Goals for the LCAP. Goal 1: All students will reach high academic standards in reading and mathematics. Goal 2: The social-emotional, health and well-being needs of all students will be met in a learning environment that is safe, drug-free and conducive to learning. Goal 3: Families will be welcomed and afforded meaningful and productive opportunities to participate in their child's academic and social-emotional growth. Dr. Chrisman provided a brief summary on the review and revision of the LCAP. She also complimented the Board and the supported the Cabinet for the thoughtful programs being provided to the students and stated she saw great things happening and looked forward to the future for the students of the Oxnard School District. It was agreed to complete the study session during the report section of the agenda.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION June 1, 2016:

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

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

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION – one (1) case

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

- Case No. 15-14 (Action Item)
- Case No. 15-20 (Action Item)
- Case No. 15-24 (Action Item)

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

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

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

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

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

▪ PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

Trustees convened to closed session at 6:49 p.m. until approximately 7:14 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

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

REPORT ON CLOSED SESSION

A.13 Dr. Morales, District Superintendent provided a brief introduction on the concept of recognizing a Parent Volunteer of the Year from each of the schools in the district. A presentation was provided honoring each parent by the Principal of the School and each recipient received a certificate and rose as a token of appreciation. The Board of Trustees thanked the parents for their time and commitment to the children of the Oxnard School District.

RECOGNITION OF PARENT VOLUNTEER OF THE YEAR

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

RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Mary Jo Johnson, resident near Fremont School, concerns with parking and trash situation created by the use of soccer fields at the school;
- Vanessa Hernandez, resident near Fremont School, concerns with the parking and trash situation created by the use of soccer fields at the school;
- David Ebbitt, resident near Fremont School, concerns with the issues attributed to use of the school grounds;
- Joe L. Avelar, Lemonwood Neighborhood chair, concerned with the issues attributed to use of school grounds throughout the district;
- David Cruz, resident of Oxnard, in opposition of placing a bond on the November ballot;
- Crittenden K. Ward, Chairman of Measure R Bond Committee and Measure M6; in support of placing a bond on the November ballot;
- Martin Jones, resident of Oxnard, questioned the process of obtaining the information to place a bond on the November ballot;
- Larry Stein, concerned citizen, request the school district go to the City of Oxnard for funds to build schools, in opposition of bond;
- Janet Mellring, Special Education Teacher at Marshall School, concerns with impact of reconfiguration has on the special education needs population;
- Elizabet Serrato, Parent of Special Education Student, important that the proper facilities be available to all special education students;
- Maria Serrato, Instructional Assistant in Special Education at Marshall, concerned with the effects of moving special education students to accommodate the general education students;

- Janice Northrup, Special Education Teacher; concerns with impact of reconfiguration has on the special education needs population;
- Gabriela Barajas, Parent of Special Education Student, important to have the proper accommodations for special education students;
- Holley Hatcher, Marshall School Parent, child with multiple special needs, she is in opposition of moving the special needs classroom from one school to another without the proper facilities;
- Mrs. Ayala, Parent in support of returning Dr. Jairo Arellano to his position;
- Yvana Zarate, PTA President at Curren School and Elizabeth Garcia, PTA President at Harrington School, concerned with the inappropriate and disrespectful manner that one parent displayed during the LCAP Committee meetings;
- Liz Chavez, Parent, thanked the Board for building a new Haydock School and the other schools in the district, she supports the building of new schools to benefit the students and the community;
- Claudia Mercado, concerned with the lack of education being provided to English Learner Students in the Oxnard School District and requested the resignation of administration;
- Cynthia Garcia-Doane, concerned that not all of the information was provided to stakeholders on the LCAP Committee;
- Robin Lefkovits, Teacher and President of OEA, in support of the process used to build the Local Control and Accountability Plan (LCAP) for the past two years and support the plan that puts all students first;
- Lani Curby, Parent, special needs student who attends Marshall, requested Board reconsider to not displace the special needs class at Marshall to another school;
- Frank Barba, stated he is in support of new schools, hiring within the community to keep it local and concerned with the lack of academic success of the students in the district;
- Buddy Hatcher, Father, of special needs child, in opposition of moving his son from Marshall to another school that cannot provide the services his son needs;
- Omar Ballesteros, Parent and tax payer, concerned with the lack of services provided to his daughters.

B.2 President Robles-Solis opened the public hearing to determine if there are any concerns regarding the Local Control Accountability Plan (LCAP).

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

Ms. Robin Freeman reported that goals, action, services and annual updates had been shared and that copies of the PowerPoint presentation as well as the LCAP in English and Spanish had been provided. Ms. Freeman reported that the District had received one comment this evening. Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services reported that the comments would be responded to in writing as a requirement under the LCAP.

- Frank Barba, requested a hard copy of the presentation and documents and was informed they were available at the counter in the back of the room.

Public Comments:

There being no further comments President Robles-Solis declared the hearing closed.

B.3 President Robles-Solis opened the public hearing to review the proposed 2016-2017 Budget.

PUBLIC HEARING:
OXNARD SCHOOL

Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services reported the public hearing had been noticed in the local paper as well as posted in the District Lobby. There being no written comments, Ms. Cline informed the Board that the 2016-2017 Proposed Budget would be presented at the June 22, 2016 board meeting for adoption.

DISTRICT 2016-2017
ADOPTED BUDGET

There being no further comments President Robles-Solis declared the hearing closed.

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

CONSENT AGENDA
(Motion #15-151)

C.1 Accepted from Harbor Freight Tools through employee/parent Jennifer Celusta, a donation to Marshall School of \$1,000.00 that will be used to support students.

(Acceptance of Gifts)

C.2 Approved the following agreements:

(Approval of
Agreements)

- #15-244 with The Regents of the University of California, in collaboration with UCSB's Young Writer's Camp (SCWriP) will offer incoming students in grades 3-8 opportunities to explore the varied facets of writing, June 2, 2016 through July 1, 2016; amount not to exceed \$61,846.00, to be paid with LCFF EL Funds;
- #15-245 with Action Through Action Sports, will provide one (1) outdoor assembly at Sierra Linda School on Friday, June 10, 2016; amount not to exceed \$1,399.00, to be paid by Sierra Linda PTA;
- #15-246 with Jones Hall, to serve as bond counsel for the proposed 2016 election proceedings and also disclosure counsel for the issuance of said bond; bond counsel services for election proceedings will be provided for a flat fee of \$5,000.00 and disclosure counsel services for the GO Bond Issue for a flat fee of \$20,000.00, total \$25,000.00, to be paid with General Funds;
- #16-09 with All Languages Interpreting & Translating, to provide simultaneous translation (English/Spanish) at board meetings scheduled to begin August 3, 2016 through June 30, 2017; amount not to exceed \$12,000.00, to be paid with General Funds;
- #16-10 with Oxnard Union High School District, to provide opportunities for Oxnard School District students to work towards a "Seal of Biliteracy" that recognizes and encourages linguistic proficiency and cultural literacy, August 1, 2016 through June 30, 2017; at no cost to the District;
- #16-11 with UC Santa Barbara, to provide the MESA Program at Haydock, Frank and Fremont Middle Schools for 2016-2017 school year; amount not to exceed \$1,400.00 per school, or a total of \$4,200.00, to be paid with Title I Funds.

C.3 Approved the increase of meal prices to \$2.35 for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2016-2017 school year.

(Request for Approval
of Increase to Meal
Prices)

C.4 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Establish/Abolish/
Reduce/Increase Hours
of Positions)

Increase:

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

Abolish:

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

FISCAL IMPACT:

Cost for Office Assistant II - \$5,763.00 General

Cost for Site Maintenance Lead - \$93,819.00 Maintenance

C.5 Personnel Action:

(Personnel Actions)

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

(CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
Michael Doukas	Substitute Teacher	2015/2016 School Year
Earle Wolfrom	Substitute Teacher	2015/2016 School Year
<u>RETIREMENT</u>		
Gerard Martin	Teacher, Physical Education, Curren	June 30, 2016
Leslie O'Brien	Teacher, Special Ed M/M 2-3, Sierra Linda	June 18, 2016
<u>RESIGNATION</u>		
Luana Barajas	Teacher, ELA, Curren	June 17, 2016
Sharon Rocha	Teacher, ELA, Chavez	June 17, 2016

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

(CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Hernandez, Stephanie A.	Paraeducator I (B), Position #7262 Soria 5.0 hrs./183 days	05/16/2016
Pina, Bobby S.	Paraeducator III, Position #7467 Pupil Services 5.75 hrs./183 days	05/16/2016
Rubalcaba, Lljayra Y.	Paraeducator III, Position #2552 Pupil Services 5.75 hrs./183 days	05/24/2016
Viveros, Janelli	Paraeducator II, Position #6736 Pupil Services 5.75 hrs./183 days	05/23/2016
<u>Exempt</u>		
Banuelos, Johnny	Campus Assistant	04/07/2016
Mota Campos, Blanca	Campus Assistant	04/29/2016

Limited Term

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

Promotional

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

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

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

Extended Leave of Absence

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

Bedolla, Guadalupe	Paraeducator II (B), Position #2699 Educational Services 5.75 hrs./183 days	05/20/2016
Villa, Paloma	Intermediate School Secretary, Position #5388 Frank 8.0 hrs./192 days	05/20/2016

Retirement

Cisneros, Elidia	Attendance Accounting Technician Kamala 8.0 hrs./210 days	8/26/1997-7/29/2016
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D.1 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0, Trustee O’Leary left the room for this item; the Board of Trustees approved reimbursement to Rio School District as stipulated by Education Code Section 44987.3

REIMBURSEMENT FOR TEACHER SUBSTITUTE AT RIO SCHOOL DISTRICT (Motion #15-152)

D.2 Following discussion, on motion by Trustee Duff, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees awarded Bid #15-02 Roof Replacement 2016 – Various Sites, as follows:

AWARD OF FORMAL BID #15-02, ROOF REPLACEMENT 2016 – VARIOUS SITES (Motion #15-153)

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

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

D.3 Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees ratified the Modification to the GMP via Change Order #5 to the Construction Services Agreement with Bernards for the Harrington Elementary School Reconstruction Project. Additional scope and increase to the GMP by \$195,892.00 for a total GMP of \$18,834,496.00, a total increase of 3.61%, to be paid with Developer Fees, Capital Facility fund balances and Measure “R” Funds.

RATIFICATION OF MODIFICATION TO GMP/CHANGE ORDER #5 TO THE CONSTRUCTION SERVICES AGREEMENT #14-21 WITH BERNARDS FOR THE HARRINGTON ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Motion #15-154)

- Bert Perello, questioned lapse time of working employees, Construction Oversight Committees to review projects. Ms. Cline responded there was no COC for this project because of the GMP (Guaranteed Maximum Price).

Public Comment

D.4 Dr. Morales, District Superintendent, informed the Board that a presentation would be provided following public comments.

APPROVAL OF RESOLUTION #15-42 CALLING A NOVEMBER 8, 2016 GENERAL OBLIGATION BOND ELECTION

- Marco Benitez, Teacher and Radio Announcer, in opposition of bond measure;
- Jeremy Goldberg, Executive Director, Tri County Labor Council, in support of bond measure if it creates local jobs and benefit the entire community;
- Pete Placencia, concerned citizen and retired employee, requested the board postpone in making a decision today and analyze the information;
- Pancho Ortega, Apprentice with Local Laborers 585, requested local work for the laborers who live in Oxnard;
- Jose Garcia, employed by LiUna, Local Laborers 585, community organizer, requested a PLA in place for all district projects;
- David Valenzuela, Business Manager/Secretary Treasurer for Local Laborers in Ventura County, distributed information on AB566 and AB1358 request for local work for laborers;
- David Cruz, in opposition of bond measure;
- Ernest Stein, concerned citizen, concerned with the rush in placing a bond measure on the ballot;
- Bert Perello, private citizen, urged caution when it relates to the quality of education;
- Steve Nash, Oxnard resident, in support of providing services to special need students, audit of Measure R, guaranty there are matching funds for projects, support PLA and better explain LLB;
- Larry Stein, Oxnard resident and tax payer, go to the City of Oxnard and the Planning Commission request funds from them for the schools;
- Francine Castanon, Parent, reconsider the timing of request for a bond.

Public Comment

Following discussion, on motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-1, Trustee O’Leary being the Nay vote; the Board of Trustees approved Resolution #15-42 Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order and Requesting Consolidation with Other Elections Occurring on November 8, 2016.

(Motion #15-155)

D.5 Ms. Robin Freeman, Assistant Superintendent, Educational Services explained the Educator Effectiveness Grant and referred to the previous presentation of May 4, 2016. Following discussion, on motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the 2015-2018 Educator Effectiveness Grant as presented.

APPROVAL OF THE
2015-2018 EDUCATOR
EFFECTIVENESS
GRANT
(Motion #15-156)

The Board of Trustees took a recess at 11:01 p.m. to approximately 11:10 p.m.

(Recess)

E.1 Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Ms. Rosa G. Molina, Executive Director, Association of Two-Way & Dual Language Education – ATDLE. Ms. Molina provided an in depth report on the Oxnard School District Dual Language Program.

DLI CONSULTANT
REPORT

Ms. Robin Freeman, Assistant Superintendent, Educational Services continued with the study session on the Oxnard School District 2016-2017 Local Control and Accountability Plan beginning with Goal 3. She reported on the 2015-2016 goals update including expectations vs. annual measurable objectives.

STUDY SESSION
OXNARD SCHOOL
DISTRICT 2016-2017
LOCAL CONTROL
AND
ACCOUNTABILITY
PLAN

Trustee Denis O’Leary departed at 11:49 p.m.

(Trustee Departure)

Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services, provided an in depth report on the 2016-2017 Oxnard School District adopted budget which would be brought the Board for approval at the next board meeting.

STUDY SESSION 2016-2017 ADOPTED BUDGET

Dr. Cesar Morales:

- Thanked the community for their interest in the Oxnard School District. Stated there was lively discussion and was excited on what is to come should the voters approve the bond to continue to revitalize the community.
- Thanked staff who continue to make Oxnard the place to send your children.

SUPERINTENDENT ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Thanked the certificated employees for their dedicated services to the students of the Oxnard School District, he also thanked the parents for their support.

TRUSTEE ANNOUNCEMENTS

Mr. Ernest Morrison:

- Thanked everyone, especially the students that were recognized for attending the meeting tonight and requested that information go out to the public reminding the community what the District has done and will continue to do with the Bond Funds.
- Suggested that instead of providing a pin and certificate to the students that participate in the board meeting, they be given them a book that has been selected by teachers.

Mrs. Debra M. Cordes:

- Stated that the Board recognized a lot of students tonight, the Cesar Chavez Competition and the Fremont Plastic Bottle Pollution Program.
- Reported she, Trustees Morrison and Robles-Solis and Dr. Morales attended California Lutheran University End of Year Celebration where Elm Staff was recognized for their participation in the California Reading and Literature Project.
- Reported last week she attended the Haydock Spring Showcase at the PACC and the Oxnard Scholars Art Show Gala at Frank School.

Mrs. Veronica Robles-Solis:

- Report on Tuesday, May 24th she, Dr. Morales, Ms. Freeman, Ms. Fox, Ms. Barajas and Ms. Martinez attended the California School Recognition Award Ceremony in Los Angeles for the presentation of the Gold Ribbon Ceremony for Soria School.
- Stated she attended a field trip with her daughter in Ms. Preciado’s class, they went to the Oxnard Airport and students had a great time.
- Stated the Board is supporting the programs for the students and the district is moving forward.

Trustees reconvened to closed session at 12:14 a.m. until approximately 12:32 a.m. to discuss items on the closed session agenda.

CLOSED SESSION

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

REPORT ON CLOSED SESSION

- On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-0; on the matter of Case #15-14 the Board of Trustees approved administrations recommendation. (Motion #15-157)
- On motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 4-0; on the matter of Case #15-20 the Board of Trustees approved administrations recommendation. (Motion #15-158)
- On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0; on the matter of Case #15-24 the Board of Trustees approved administrations recommendation. (Motion #15-159)

There being no further business, on motion by Trustee Duff, seconded by Trustee Morrison, President Robles-Solis adjourned the meeting at 12:35 a.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of June 1, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
June 22, 2016

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, June 22, 2016, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Destiny Casillas, 4th grader in Ms. Sims’ class, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Destiny Casillas, 4th grader in Ms. Sims’ class read the District’s Vision and Mission Statements in English and Jessica Villa, 4th grader in Ms. Magallanes’ class read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Ms. Mary Elisondo, Principal of Ramona The School of Environmental Science, thanked the Board of the opportunity to showcase Ramona School. She highlighted the support for English Learners for a growing population of indigence speakers, as well as the larger group focus on research reading and writing with an emphasize on environmental science. She informed the Board that there are three camps going on at Ramona for the next two weeks: Mad Science, Young Writer’s and Literacy. She invited the Board to come visit the school and follow them on twitter. Ms. Elisondo introduced students Lizet, Isaiah, and Ebelyn from Ms. Austin’s first grade class who performed the song “On Biomes”.

PRESENTATION BY RAMONA SCHOOL

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

A.5 Changes to the agenda were noted:

ADOPTION OF THE AGENDA

- Section C, Consent Agenda – C.1 Agreements – pulled Agreement #16-15 with City Impact.

On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 4-0; the Board adopted the agenda, as amended.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION June 22, 2016:

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

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

PUBLIC COMMENT CLOSED SESSION

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

- ANTICIPATED LITIGATION – one (1) case

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

- Case No. 15-19 (Action Item)
- Case No. 15-22 (Action Item)
- Case No. 15-23 (Action Item)
- Case No. 15-25 (Action Item)
- Case No. 15-26 (Action Item)
- Case No. 15-28 (Action Item)
- Case No. 15-29 (Action Item)

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

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

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

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

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

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

Trustees convened to closed session at 5:17 p.m. until approximately 7:00 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

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

REPORT ON CLOSED SESSION

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

REPORT ON CLOSED SESSION

- On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0; on the matter of Case #15-19 the Board of Trustees approved administrations recommendation. (Motion #15-160)
- On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-0; on the matter of Case #15-22 the Board of Trustees approved administrations recommendation. (Motion #15-161)
- On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0; on the matter of Case #15-23 the Board of Trustees approved administrations recommendation. (Motion #15-162)
- On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 4-0; on the matter of Case #15-25 the Board of Trustees approved administrations recommendation. (Motion #15-163)
- On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0; on the matter of Case #15-26 the Board of Trustees approved administrations recommendation. (Motion #15-164)

- On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 4-0; on the matter of Case #15-28 the Board of Trustees approved administrations recommendation. (Motion #15-165)
- On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 4-0; on the matter of Case #15-29 the Board of Trustees approved administrations recommendation. (Motion #15-166)

A.10 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-0; the Board of Trustees approved the minutes of May 4, 2016 regular meeting and May 11, 2016 special meeting with Personnel Commission. APPROVAL OF MINUTES

A.11 The Board of Trustees and the Personnel Commissioners honored the following Retired Certificated and Classified Employees by presenting the “Retiree Bell” to those who were present. RECOGNITION OF RETIRED EMPLOYEES

<u>Name of Retiree</u>	<u>Title</u>	<u>Name of Retiree</u>	<u>Title</u>
Barbara Attkisson	Teacher	Gail Magoon	Asst. Physically Handicap
Charles Bensley	Teacher	Mariano Marin	Custodian
Frank Boulch	Locksmith	Gerard Martin	Teacher
Rebecca Caron	Teacher	Mary Marx	Teacher
Michael Castella	Teacher	Karen Miyamoto	Teacher
Elidia Cisneros	Attendance Acct. Tech.	Joan Mooney	Paraeducator II
Robert Crowley	Teacher	Joe Murphy	Teacher
Jennifer De La Torre	Teacher	Leslie O’Brien	Teacher
William Denley	Security Maintenance	Amador Partida	Bus Driver
Efren Gomez	Custodian	James Picola	Director, CNS
Manuela Gomez	Paraeducator II	Kathy Rodriguez	District Textbook Coord.
Yolanda Gomez	Office Assistant II	Arthur Romero	Warehouse/Delivery Driver
Hermelinda Gonzales	Instructional Assistant(B)	Margaret Stekete	Teacher
Linda Cheryl Gunther	Teacher	Nancy Taylor	RSP Teacher
Robert Hanawalt	Teacher	Carol Tirado	Office Assistant II
Jim Hendrickson	Teacher	Arcie Torres	IA CELDT
Susan Houlden	Accounting Specialist III	Carmen Vasquez	Paraeducator III
Romeo Loyola	Custodian	Deborah Weilbacher	Teacher
Yolanda Magallanes	Child Nutrition Worker	Johnny Zambrano	Grounds Main. Specialist

A.12 The Board of Trustees and Personnel Commissioners recessed at 7:30 p.m. until 7:41 p.m. to participate in congratulating the honored retirees. Recess/Reception

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

The following individuals addressed the Board of Trustees: PUBLIC COMMENT

- Irma J. Lopez, Personnel Commissioner, congratulated the retirees, thanked Dr. Morales for doing a great job, and she congratulated the Board for their selection of Dr. Morales;
- Maria Flores, Parent, questioned when DELAC Bylaws were going to be approved and requested an explanation on the situation with Dr. Arellano;
- Cindy Hernandez, Parent, thanked the Board and administration for the services they provide to the students and parents of the district;

- Nancy Rahn, retired employee, appreciated the invitation to the Lemonwood Promotion and enjoyed the Accelerated Reader Program where she reads to the students;
- Frank Barba, retired employee, concerned with the lack of education being provided to the students, urged the Board to put the students first.

The following items on the consent agenda were approved on motion by Trustee Cordes, seconded by Trustee Duff, and carried on a roll call vote of 4-0, as amended.

CONSENT AGENDA
(Motion #15-167)

C.1 Approved the following agreements:

(Approval of
Agreements)

- #15-252 with Buck Institute for Education, to provide training in Project Based Learning for up to 35 educators from the Oxnard School District's three (3) middle school academies on June 27, 28 and 29, 2016; amount not to exceed \$10,500.00, to be paid with MSAP Grant;
- #15-253 with Nolte Associates Inc., to provide in-plant welding inspection services for the San Miguel Portable Project; amount not to exceed \$5,920.00, to be paid with Deferred Maintenance Funds;
- #16-01 with City of Oxnard Recreation and Community Services, to provide a high quality after school program at each school site in Oxnard School District for the 2016-2017 school year; amount not to exceed \$2,000,000.00 plus reimbursement for ASES funded supplemental grant activities, to be paid with After School Education and Safety (ASES) Grant;
- #16-12 with FOOD Share Inc., to provide information about the CalFresh program for the 2016-2017 fiscal year; at no cost to the District;
- #16-13 with AVID Center, to provide AVID program at each middle school (Frank, Fremont, and Haydock) as well as each K-8 School (Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria), July 1, 2016 to June 30, 2017; amount not to exceed \$43,836.00, to be paid with Title 1 Funds;
- #16-14 with School on Wheels Inc., to provide one-on-one tutoring to homeless students in grades K-8 at designated schools, July 1, 2016 through June 30, 2017; at no cost to the District;
- #16-16 with Camarillo Hospice, to provide grief support group sessions for individuals and families within the Oxnard School District who are facing life-limiting illness and/or grieving the loss of a loved one; at no cost to the District;
- #16-17 with The Coalition for Family Harmony, to provide education groups on dating violence prevention to identified students at the middle schools for the 2016-2017 school year; at no cost to the District;
- #16-18 with Children's Resource Program/Ventura County Medical Resources Foundation, to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care, July 1, 2016 through June 30, 2017; at no cost to the District;
- #16-19 with Ventura County Office of Education, to provide professional development – Language Arts Program to Oxnard Scholars after school program staff, August 1, 2016 through June 30, 2017; amount not to exceed \$12,500.00, to be paid with ASES Grant Funds;

- #16-20 with Ventura County Office of Education, to provide professional development – Math Program to Oxnard Scholars after school program staff, August 1, 2016 through June 30, 2017; amount not to exceed \$18,000.00, to be paid with ASES Grant Funds;
- #16-21 with Ventura County Behavioral Health (VCBH) Alcohol & Drug Programs, to provide “How High Ventura County” initiative to educate 7th and 8th graders about the harm marijuana causes to the still-developing teenage brain, August 1, 2016 through June 30, 2017; at no cost to the District;
- #16-22 with Oxnard Children’s Dental Group, to provide school presentations on how to prevent tooth decay through proper hygiene and smart snacks and food choices, July 1, 2016 through June 30, 2017; at no cost to the District;
- #16-23 with Interface Children and Family Services, to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services, July 1, 2016 through June 30, 2017; at no cost to the District;
- #16-24 with Big Brothers Big Sisters of Ventura County, will provide a professional program manager at Chavez School to implement their evidence-based Site Based Mentoring Program, July 1, 2016 through June 30, 2017; at no cost to the District;
- #16-25 with County of Ventura, to provide “Mothers and Daughters” teen pregnancy prevention workshops for families in the Oxnard School District and nursing consultation to staff and their collaborative partners, July 1, 2016 through June 30, 2017; at no cost to the District;
- #16-26 with Dr. Staci Block, to provide professional development to the Oxnard Scholars after school program staff, August 1, 2016 through June 30, 2017; amount not to exceed \$30,000.00, to be paid with After School Education and Safety Grant Funds;
- #16-28 with Diane Turini-Mize, LMFT, SEP, will provide individual and/or family psychotherapy for students in kindergarten through 8th grade, August 18, 2016 through June 30, 2017; amount not to exceed \$92,000.00, to be paid with Medi-Cal Funds;
- #16-29 with Action Preparedness Training, to provide CPR training and First Aid training to teachers and support staff as needed, August 15, 2016 through June 30, 2017; cost is \$50.00 per person, total amount not to exceed \$6,500.00, to be paid with General Funds;
- #16-30 with Ventura County Office of Education, Migrant Education Program, Region 17, to provide Identification and Recruitment Services; amount not to exceed \$60,000.00, to be reimbursed to the Oxnard School District from Ventura County Office of Education;
- #16-31 with Continuing Development Inc., to provide the Harrington NFL Preschool Program, July 1, 2016 through June 30, 2017; amount not to exceed \$206,236.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #16-32 with Mixteco/Indigena Community Organizing Project (MICOP), to provide case management, resource & referral services specifically to the Mixteco Community, July 1, 2016 through June 30, 2017; amount not to exceed \$89,698.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;

- #16-33 with Mixteco/Indigena Community Organizing Project (MICOP), to provide Aprendiendo con Mama y Papa workshops specifically to the Mixteco Community, July 1, 2016 through June 30, 2017; amount not to exceed \$15,291.00, to be paid with First 5/Oxnard Neighborhood for Learning Funds;
- #16-34 with Ventura County Office of Education, to provide Hearing Conservation & Audiology Services to students in the Oxnard School District for the 2016-2017 school year; amount not to exceed \$74,900.00, to be paid with General Fund;
- #16-37 with Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Dwire School for the 2016-2017 fiscal year; no fiscal impact, revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating;
- #16-38 with Ventura County Office of Education for the purpose of supplying breakfast and lunches for their program at Foster School for the 2016-2017 fiscal year, no fiscal impact, revenue generated by the reimbursement from the National School Breakfast and Lunch Program covers the cost of operating;
- #16-39 with Ventura County Office of Education for the use of facilities at Ritchen School for the 2016-2017 fiscal year; VCOE pays OSD \$8,000.00 annually for the use of one classroom and one co-ed ADA compliant restroom;
- #16-40 with enVision Consulting Group, to assist with the preparation of the Oxnard School District Annual Parent Handbook for 2016-2017 as required by the California Education Code 48980; amount not to exceed \$5,000.00, to be paid with General Funds;
- #16-41 with Blackboard, to provide Edline Web Hosting and Forms & Survey services districtwide, July 1, 2016 through June 30, 2016; amount not to exceed \$29,178.62, to be paid with Title I Funds.

C.2 Approved Renewal Agreement #16-27 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets for the use of the Educational Service Center (ESC) front parking lot for the period of July 1, 2016 through June 30, 2017; at a cost to Vallarta of \$30,000.00.

(Request for Approval of Renewal Agreement #16-27 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets)

C.3 Approved the renewal of Agreement #98-82 for Pupil Transportation Services and Agreement #98-83 for the Lease of Transportation Facilities with Durham School Services for the fiscal year 2016-2017; amount not to exceed \$2,100,000.00, to be paid with General Fund.

(Approval of Contract Renewal for Agreement #98-82 Pupil Transportation Services and Agreement #98-83 Lease of Transportation Facilities for the 2016-2017 School Year with Durham School Services)

C.4 Approved the following agreements:

- #15-247 with Teaching Learning Creating, Plus (TLC+), to provide non-public school services for student JG052605 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$12,684.72, to be paid with Special Education Funds;

(Ratification of Agreements)

- #15-248 with Assistance League School, to provide non-public school services for two (2) additional pre-K students for the 2015-2016 school year, including Extended School Year; amount not to exceed \$4,710.00, to be paid with Special Education Funds;
- #15-249 with Casa Pacifica School, to provide non-public school services for student AS051306 for the 2015-2016 school year, including Extended School Year; amount not to exceed \$11,033.00, to be paid with Special Education Funds;
- #15-250 with Ventura County Office of Education, to provide the TUPE Consortium Project Coordinator, Clerical position and Project Specialist to aide in recruitment, implementation and training, for a three (3) year term beginning July 1, 2015 through June 30, 2018; all costs for this program will be reimbursed by the State;
- #15-251 with Arts and Healing Initiative, to provide professional development training to Oxnard School District's Outreach Specialists and School Counselors on June 8 & 9, 2016; amount not to exceed \$2,500.00, to be paid Title I Funds.

- C.5 Approved request for Mr. Michael Chris Ridge, Director of Pupil Services and eleven (11) other OSD staff members, to attend the 20th Annual Safe and Civil Schools Conference in Portland, Oregon, July 17-21, 2016; total cost not to exceed \$36,500.00, to be paid with Allocated General Funds - LCFF. (Approval to Attend Out of State Conference, 20th Annual Safe and Civil Schools Conference – Portland, Oregon)
- C.6 Approved request for Carmen Rosenberg, Nurse Coordinator, to attend the Johnson & Johnson School Health Leadership Program in New Brunswick, New Jersey, July 17-22, 2016; total cost not to exceed \$1,300.00, to be paid with Pupil Services Funds. (Approval to Attend Out of State Conference for Nurse Coordinator, Carmen Rosenberg – New Brunswick, New Jersey)
- C.7 Approved the California Department of Education – Early Education and Support, Program Self Evaluation Report for 2015-2016. (Approval of Program Self Evaluation Report 2015-2016 – California Department of Education – Early Education and Support Division (CDE-EESD))
- C.8 Approved the utilization of piggyback bids for purchasing products and services, as presented; any fees incurred will be charged to end user's budget. (Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services Throughout Fiscal Year 2016-2017)
- C.9 Approved the 2016-2017 Education Protection Account Spending Plan. (Request for Approval of 2016-2017 Education Projection Account (EPA) Spending Plan)

- C.10 Approved the selection of vendors for the Child Nutrition Program for the 2016-2017 school year. (Selection of Vendors for Child Nutrition Program)
- C.11 Approved Resolution #16-01 to authorize appropriation transfers for the 2015-2016 fiscal year, and authorize its filing with the Ventura County Office of Education. (Resolution #16-01 To Authorize Appropriation Transfers for 2015-2016)
- C.12 Approved Resolution #16-02, authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education. (Resolution #16-02 For Authorization To Make Temporary Loans Between District Funds for 2016-2017)
- C.13 Approved Resolution #16-03, authorizing expenditure transfers for the 2016-2017 fiscal year, and authorize its filing with the Ventura County Office of Education. (Resolution #16-03 Authorization For Expenditure Transfers For 2016-2017)
- C.14 Approved Purchase Order/Draft Payment Report #15-07, as submitted. (Purchase Order/Draft Payment Report #15-07)
- C.15 Received district's enrollment report for the month of May 2016. (Enrollment Report)
- C.16 Declared the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District. (Certification of Signatures)
- C.17 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/Increase Hours of Positions)
- Establish:
- A five and a half hour, 183 day Paraeducator I, position number 7708, to be established at Curren school. This position will be established to provide additional support.
- Increase:
- A five hour, 192 day Site Technology Technician, position number 7132, to be increased to five hours and forty five minutes at Kamala School. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for Paraeducator I - \$27,630.00 Site funds
 Cost for Site Technology Tech - \$3,889.00 Site funds

- C.18 Personnel Action: (Personnel Actions)

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
Guadalupe Bedolla	Substitute Teacher	2015/2016 School Year

Nadine Jenson	Substitute Teacher	2015/2016 School Year
Chelsea Jones	Substitute Teacher	2015/2016 School Year
Melody Rodriguez	Substitute Teacher	2015/2016 School Year

RETIREMENT

Rebecca Caron	Resource Specialist, McAuliffe	June 30, 2016
Michael F. Castella	Teacher, Science, Frank	June 18, 2016

RESIGNATION

Linda Boyd	Teacher, Transitional Kindergarten, Rose Avenue	June 17, 2016
Melissa Dickerson	Teacher, Special Ed DHH, Marshall	June 17, 2016
Charles R. Fennell	Teacher, Science, Chavez	June 17, 2016
Maureen Hayes	Teacher, Physical Education, Kamala	June 16, 2016
Glenn Hening	Teacher, Mathematics, Lemonwood	June 17, 2016
Linda Kimball	Teacher, Science, Haydock	June 17, 2016
Joseph Litchfield	Teacher, Grade 2, Rose Avenue	June 17, 2016
Reyna L. Lopez	Teacher, Mathematics, Soria	June 17, 2016
John E. Moffitt	Teacher, Spanish, Frank	June 17, 2016
Dawn Moreau	Teacher, Kindergarten, Drifill	June 17, 2016
June Palazzo	Resource Specialist, Lemonwood	June 17, 2016
Nicole Wilson	Elementary Support Teacher, Rose Avenue	June 17, 2016

LEAVE OF ABSENCE

Monica Durazo-Farias	Teacher, 2 SEI, Marina West	9/12/16 – 1/9/17
Bethiana Magallanes White	Speech/Language Specialist, Pupil Svcs.	6/18/16 – 7/1/19

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2016/2017

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/ approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

<u>Name</u>	<u>Subject</u>
Martha A. Highfill	Music / ESC

Education Code 44258.2 allows the holder of a single subject or standard secondary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

<u>Name</u>	<u>Subject</u>
Suzanne Dempsey	Survey (Art) / Haydock

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

(CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Cruz Jr., Martin	Paraeducator III, Position #2883 Pupil Services 5.75 hrs./183 days	08/16/2016
Gilliam, Kenneth	Paraeducator II, Position #2260 Pupil Services 5.75 hrs./183 days	06/06/2016
Gomez-Palacios, Jimmy	Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	06/06/2016
Medrano, Evangelina	Child Nutrition Worker, Position #2678 Soria 5.0 hrs./185 days	05/31/2016
<u>Exempt</u>		
Gonzalez, Misraim	Campus Assistant	05/23/2016
Valencia Jr., Luis M	Campus Assistant	05/09/2016
<u>Limited Term</u>		
Hernandez, Steven	Paraeducator	05/12/2016
Lara, Alexis	Paraeducator	06/20/2016
<u>Promotional</u>		
Bernal, Ramses	Locksmith, Position #696 Facilities 8.0 hrs./246 days	06/13/2016
	Maintenance Worker I, Position #5844 Facilities 8.0 hrs./246 days	
Chavez, Efren	Facilities Materials Specialist, Position #7659 Facilities 8.0 hrs./246 days	06/01/2016
	Maintenance Worker I, Position #5845 Facilities 8.0 hrs./246 days	
<u>Transfer</u>		
Pelayo, Adriana	Office Assistant II (B), Position #1818 Ramona 6.0 hrs./203 days	05/23/2016
	Office Assistant II (B), Position #5998 Special Education 5.0 hrs./246 days	
<u>In Lieu of Layoff</u>		
Lopez, Pamela	NfL Family Liaison, Position #2429 Marina West 6.0 hrs./180 days	07/11/2016
	NfL Family Liaison, Position #2429 Marina West 8.0 hrs./180 days	
<u>Resignation</u>		
Mildenhall, Julia	Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./190 days	06/23/2016
Ng, Michelle	Intermediate School Secretary, Position #6241 Chavez 8.0 hrs./192 days	06/23/2016

Retirement Correction

Cisneros, Elidia Attendance Accounting Technician, Position #2269 7/29/2016
Kamala 8.0 hrs./210 days 06/30/2016

Retirement

Gomez, Yolanda Office Assistant II, Position #2215 09/08/1997-
Frank 6.0 hrs./192 days 6/30/2016

Vasquez, Carmen Paraeducator III, Position #1956 02/04/1991-
Pupil Services 5.75 hrs./183 days 6/18/2016

D.1 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-0; the Board of Trustees adopted the 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented. APPROVAL OF THE OXNARD SCHOOL DISTRICT AND OXNARD EDUCATORS ASSOCIATION (OEA) 2015-2016 COLLECTIVE BARGAINING AGREEMENT (Motion #15-168)

D.2 Ms. Robin Freeman, Assistant Superintendent, Educational Services informed the Board she would review the item following public comments. APPROVAL OF OXNARD SCHOOL DISTRICT 2016-2017 LOCAL CONTROL AND ACCOUNTABILITY PLAN

- Former Trustee Ana Del Rio-Barba, concerns with how the LCAP was presented to DELAC Committee and parents; Public Comment
- Frank Barba, distributed questions for LCAP 2016-2017.

Ms. Robin Freeman reported the LCAP had been presented to the Board at the last board meeting during a study session and recommended the Board approve the Local Control and Accountability Plan. On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 4-0; the Board of Trustees approved the (LCAP) Local Control and Accountability Plan as presented. (Motion #15-169)

D.3 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services, provided a brief reported on the budget that had been reviewed by the Board at the last board meeting during a study session and recommended the Board approve the budget. On motion by Trustee Morrison, seconded by Trustee Duff and carried by a roll call vote of 4-0; the Board of Trustees adopted the Oxnard School District Budget for the 2016-2017 fiscal year. ADOPTION OF OXNARD SCHOOL DISTRICT 2016-2017 BUDGET (Motion #15-170)

D.4 Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees approved the award of Bid #15-INF-01, Fremont Bldg. 900 Tackable Wall Project, and enter into Agreement #16-36 with the low bidder, MG Custom Interiors Inc., pursuant to Public Contract Code §22034; amount not to exceed \$37,570.00, to be paid with Deferred Maintenance Funds. INFORMAL BID AWARD AND APPROVAL OF AGREEMENT #16-36 FOR BID #15-INF-01, FREMONT BLDG. 900 TACKABLE WALL PROJECT WITH MG CUSTOM INTERIORS INC. (Motion #15-171)

D.5 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-0; the Board of Trustees approved Field Contract #FC-P16-05567, for the Concrete Removal and Replacement at Sierra Linda School, to Borchard Construction Inc.; amount not to exceed \$21,620.00, to be paid with Deferred Maintenance Funds.

APPROVAL OF FIELD CONTRACT #FC-P16-05567 – BORCHARD CONSTRUCTION INC. (Motion #15-172)

D.6 On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees ratified Supplemental WAL #001 to WAL #005 with ATC Group Services LLC, for the preparation of an addendum to the Preliminary Environmental Assessment (PEA) for the Lemonwood School Reconstruction Project per Master Agreement #13-135; in the amount not to exceed \$10,000.00, to be paid with Measure R Funds.

RATIFICATION OF SUPPLEMENTAL WAL #001 TO WAL #005 WITH ATC GROUP SERVICES LLC FOR THE LEMONWOOD SCHOOL RECONSTRUCTION PROJECT (Motion #15-173)

D.7 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-0; the Board of Trustees ratified Supplemental Work Authorization Letter #2-S to Agreement #13-123 with Koury Engineering & Testing, Inc., for additional Geotechnical Testing, Observation and Inspection services completed for the Harrington Reconstruction Project; amount not to exceed \$79,328.50, to be paid with Measure R Bond Funds, Developer Fees and School Facilities Program (“SFP”) grant reimbursements.

RATIFICATION OF SUPPLEMENTAL WORK AUTHORIZATION LETTER #2-S (“WAL #2-S”) FOR AGREEMENT #13-123 KOURY ENGINEERING & TESTING, INC. (Motion #15-174)

D.8 Ms. Valerie Mitchell, Chief Information Officer, provided a presentation on the District’s iPad self-insurance and the final report on loss information for 2015-2016. Following discussion, on motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-0; the Board of Trustees approved continuing the District’s self-insurance plan at the new rates of \$15.00 per year per iPad, and \$30.00 per year per laptop.

DISTRICT iPad SELF-INSURANCE AND 2015-16 LOSS INFORMATION (Motion #15-175)

F.1 The Board of Trustee reviewed the revised Board Policies, Administrative Regulations and Bylaws, as presented for first reading:

FIRST READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

Revision BP 5141.31 AP 5141.31	Students IMMUNIZATIONS	Freeman/ Ridge
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Dr. Cesar Morales:

- Thanked the Board for their support during the past three years, stated he has seen a lot of growth and the district continues to build the momentum and provided the best education for the students of Oxnard.
- Thanked the dedicated teachers, school staff, and administrators for their commitment to the students of the district. Noting that extended tutoring, summer classes and extended day had begun this week only one week after the last day of school for 2015-16.
- Reported that also this week there were over 250 classroom teachers that began training for the new textbook EL adoption.
- Thanked every employee of the Oxnard School District for providing the very best to the students of the District.

SUPERINTENDENT ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Reported he spoke at the Kamala Promotion Ceremony on June 14, 2016 and Fremont Promotion Ceremony on June 16, 2016.

Mr. Ernest Morrison:

- Stated he was impressed with the graduates of Lemonwood School where he observed many gold sashes which represented the Presidential Scholars. He and Ms. Freeman started to count the sashes and were excited to report that 43% were 3.25% GPA and 25% were 4.0 GPA.
- Suggested in the future that all teachers wear their college academic robes during promotions.

Mrs. Debra M. Cordes:

- Stated she spoke at two of the promotion ceremonies and reminded the students to inquire about the A-G Requirements so that they enroll in the necessary classes to attend a university. Reported she attended nine of the promotion ceremonies and they were all very good; one in particular was an EL student from Frank Middle School who spoke in English and was very passionate about the education she had received and thankful to all of her teachers, very moving speech.
- Reported that Lexie Jasso, Channel Islands High School student, was one of her former students when she was principal at Harrington School who was awarded the Edison Grant of \$40,000.00, and also Tula Hernandez was the Valedictorian.
- Thanked Dr. Morales for all that he had done in the three years, understands there is much more to accomplish but the Oxnard School District has brought back the Arts, every student has an iPad and there is much more happening.
- Congratulated all of the retirees and stated that one of the retirees left a list of what the Boards needs to complete.

Mrs. Veronica Robles-Solis:

- Stated she enjoyed listening to the Trustees' Announcements because it motivated her and reinforces why they are Board Members. She reported she attended several promotion ceremonies, followed them on Twitter and Facebook and stated there was a lot of success going on at the schools. She stated everyone needed to believe in themselves for the success of the students.
- Reported that the district would be dark in July to give everyone time to rejuvenate and there might be a Board Retreat in August to plan for the next school year.
- Reported she accepted to dance for the community at the Salsa Festival as an All-Star on Sunday, July 31, 2016 at 2:00 p.m., funds would go to PTA and invited everyone to attend and donate funds to the Oxnard PTA.

Trustees reconvened to closed session at 8:59 p.m. until approximately 9:53 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

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

REPORT ON
CLOSED SESSION

There being no further business, on motion by Trustee Cordes, seconded by Trustee Morrison, President Robles-Solis adjourned the meeting at 9:56 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
June 22, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
September 21, 2016

Minutes not yet approved

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, September 21, 2016, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Sebastian Gastelum 8th grader in Ms. Gonzales' class and Karli Douthett, 8th grader in Mr. Valdes' class both from Driffill School lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Karli Douthett, 8th student at Driffill School read the District's Vision and Mission Statements in English and Sebastian Gastelum, 8th student at Driffill read them in Spanish.

DISTRICT'S VISION AND MISSION STATEMENTS

Mrs. Carol Flores-Beck, Principal at Driffill School introduced her Team Gilbert Elizarraraz and Sarah Lepe, Assistant Principals at Driffill School. The following provided a brief description of their experiences at Driffill School: Students: Giddion, Alondra, Daniela, Erica and Dyanna, Parent Myriam Cervantes, Teacher Louisa Jeworski and Business owner Adam Casillas. Mrs. Flores-Beck provided a brief video presentation.

PRESENTATION BY DRIFFILL SCHOOL

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

- A.5 Changes to the agenda were noted:
- Section C – C.2 Agreements, under Enrichment Agreement #16-120 with Ventura County Arts, corrected funding source to Title I not Title III;
 - Section D – tabled D.2 Approval of The English Learner Master Plan to a future board meeting.

ADOPTION OF THE AGENDA

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

A.6 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services provided a detailed report on the District's 2015-2016 Unaudited Actuals dated September 21, 2016. Following discussion, the Board thanked Ms. Cline for the report.

STUDY SESSION
BUDGET
EXPENDITURES
REPORTS/
HIGHLIGHTS 2015-16

ANNOUNCEMENTS PRIOR TO CLOSED SESSION September 21, 2016:

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

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

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION – one (1) case

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

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

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE

Trustees convened to closed session at 5:46 p.m. until approximately 7:01 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis also reported the Board took the following Action during closed session:

REPORT ON CLOSED SESSION

- On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved settlement agreement in student matter 2115351.

(Motion #16-26)

A.11 Dr. Cesar Morales, District Superintendent introduced the following administrators to the Board of Trustees:

INTRODUCTION OF NEW ADMINISTRATOR(S)

- Ms. Michel Haun, Assistant Principal at Fremont Academy of Environmental Science & Innovative Design
- Ms. Suzanne Lugotoff, Director of Child Nutrition Services

A.12 Dr. Morales reported that Soria School had not only been recognized as a Gold Ribbon School, they were also recognized as a Title I Academic Achieving School. Ms. Aracely Fox, Soria Principal, students, staff and parents shared the plaque received from the California Department of Education.

RECOGNITION OF SORIA SCHOOL TITLE I ACHIEVEMENT AWARD

A.13 On motion by Trustee Morrison, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the Board of Trustees adopted and read into record Resolution #16-10 School Administrator Week, October 10-14, 2016.

APPROVAL OF RESOLUTION #16-10 SCHOOL ADMINISTRATOR WEEK, OCTOBER 10-14, 2016 (Motion #16-27)

B.1 Clerk Cordes read the Rules For Individual Presentations in English and in Spanish.

RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Kayla Cassity Carter Knight, student at Soria School, in Spanish supporting the DLI Program;
- Francisco Barba, concerns with student progress and in opposition of Bond Measure D;
- Marco Benitez, concerned that nothing was done regarding the student on the first day and in opposition of Bond Measure D;
- Janeen Steel, Attorney and co-founder of Learning Rights Law Center to assist families with disabilities, served 14 complaints to the district.

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

CONSENT AGENDA
(Motion #16-28)

C.1 Accepted donation from Curren PTA to Curren School of \$22,650.00, that will be used to support students.

(Acceptance of Gifts)

C.2 Approved the following agreements:
Academic:

(Approval of
Agreements)

- #16-118 with Capstone who is the provider of the online platform myON made available digitally by contractor to authorized users via the internet, and of professional services associated with myON, September 22, 2016 until June 30, 2018; amount not to exceed \$375,200.00, to be paid with Title I Funds;
- #16-129 with eSpark, to provide professional development and coaching for teachers to address their areas of need in the eSpark program, September 22, 2016 through June 30, 2017; amount not to exceed \$54,000.00, to be paid with Title I Funds.

Enrichment:

- #16-120 with Ventura County Arts Council, to provide music lessons at Harrington School, September 22, 2016 to June 30, 2017; amount not to exceed \$2,048.00, to be paid with Title I Funds;
- #16-121 with Parent Institute for Quality Education (PIQE), to provide parent training course in Spanish for the parents of the children enrolled at Haydock Middle School, September 27, 2016 through December 13, 2016; amount not to exceed \$15,000.00, to be paid with \$12,000.00 Title III Funds and \$3,000.00 Title I Funds;
- #16-123 with Generation Ready Inc., to provide Cultural Proficiency training districtwide, September 22, 2016 through June 30, 2017; amount not to exceed \$137,000.00, to be paid with Title II Funds;
- #16-124 with Art Trek Inc., to provide three dimensional (3-D) art professional development, lessons and support for the ASES After School Program; amount not to exceed \$50,000.00, to be paid with ASES Grant Fun;
- #16-125 with Art Trek Inc., to provide art lessons during after school hours for students attending Chavez, Curren, Drifill, Kamala, Lemonwood, and Soria Schools; amount not to exceed \$36,000.00, to be paid with Unrestricted General Funds;
- #16-126 with Mad Science of Los Angeles, will offer enrichment activities for students at schools in the Oxnard School District, September 22, 2016 to June 30, 2017; amount not to exceed \$29,400.00, to be paid with Unrestricted General Funds;

- #16-128 with Mariana Peirano Royuela, to provide “An Artist I Know” an art appreciation program intended to acquaint elementary students at Soria School, September 22, 2016 through June 30, 2017; amount not to exceed \$10,800.00, to be paid with Donation Funds.

Support Services:

- #16-119 with 1 Heart at a Time Inc., to conduct educational workshops and events that focus on self-esteem and motivational exercises that will enhance the students’ ability to make positive healthy choices, September 22, 2016 through June 30, 2017; at no charge to the District;
- #16-127 County of Ventura/Ventura County Behavioral Health, to provide community outreach at targeted school sites, offer parent workshops and meet individually with OSD families to facilitate early identification and treatment with behavioral health services, September 22, 2016 through June 30, 2017; at no cost to the District.

Personnel:

- #16-122 with California Lutheran University, to provide clinical experience through supervised teaching to students enrolled in the Multiple Subject, Single Subject, and Special Education, initial teaching credential, September 22, 2016 and is valid for five (5) years; District will pay CLU Interns on the Certificated salary schedule, and salary may be adjusted to be commensurate to the teaching experience and education, to be paid with Unrestricted General Funds.

C.3 Approved the recommended list of prequalified firms to provide CEQA/DTSC compliance services and authorize the Superintendent to enter into master agreements with the identified prequalified firms; no cost to the District. (Approval of Prequalified Firms for CEQA/DTSC Compliance Services)

C.4 Approved Change Order #1 for Ritchen HVAC Chiller Plant Project, Bid #15-01; in the amount of \$3,527.33 for Agreement #15-188 with Bon Air Inc. (Approval of Change Order #1 for Ritchen HVAC Chiller Plant Project, Bid #15-01)

C.5 Adopted the Appropriations Limit Resolution #16-09 for 2015-2016 and 2016-2017, as required by law. (Resolution #16-09: Adoption of Appropriations Limit (GANN) & Appropriations Subject To The Limit For 2015-2016 and 2016-2017)

C.6 Accepted the Oxnard School District 2015-2016 Unaudited Actual Financial Information and authorized its filing with the Ventura County Office of Education. (Oxnard School District 2015-2016 Unaudited Actual Financial Information)

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

Establish:

- A five hour, 183 day Paraeducator I bilingual, position number 7830, to be established at McKinna school. This position will be established to provide additional support.
- A five hour, 183 day Paraeducator I bilingual, position number 7825, to be established at McKinna school. This position will be established to provide additional support.

- A four hour, 183 day Paraeducator I Mixteco, position number 7845, to be established at Ramona school. This position will be established to provide additional support.
- A five hour, 183 day Paraeducator I, position number 7829, to be established at McKinna school. This position will be established to provide additional support.
- A five hour and forty-five minute, 183 day Paraeducator II, position number 7844, to be established in Pupil Services. This position will be established to provide additional support.
- A five hour and forty-five minute, 183 day Paraeducator III, position number 7851, to be established in Special Education department. This position will be established to provide additional support.
- A five hour and forty-five minute, 183 day Paraeducator III, position number 7850, to be established in Special Education department. This position will be established to provide additional support.
- An eight hour, 183 day Speech Language Pathology Assistant, position number 7835, to be established in the Special Education department. This position will be established to provide support with the speech caseload at Ramona and McKinna.

Increase:

- A five hour, 183 day Paraeducator III, position number 5466, to be increased to five hours and forty-five minutes at Marshall school. This position will be increased to provide additional support.
- A five and a half hour, 183 day Paraeducator II, position number 679, to be increased to five hours and forty-five minutes at Marina West school. This position will be increased to provide additional support.

Abolish:

- A five hour, 246 day Office Assistant, position number 5998, to be abolished in the Special Education department. This position will be abolished due to the lack of work.
- A six hour, 203 day Office Assistant, position number 547, to be abolished at San Miguel. This position will be abolished due to the lack of work.

FISCAL IMPACT:

Cost for Para I (B)-\$22,599.00 Site Fund
 Cost for Para I (B)-\$22,599.00 Site Fund
 Cost for Para I (B)-\$18,086.00 Site Fund
 Cost for Para I -\$21,937.00 Site Fund
 Cost for Para II-\$26,453.00 General Fund
 Cost for Para III-\$27,141.00 Special Ed.
 Cost for Para III-\$27,141.00 Special Ed.
 Cost for SLPA-\$61,565.00 Special Ed.
 Cost for Para III-\$1,179.00 Special Ed.
 Cost for Para II-\$1,149.00 Special Ed.
 Savings for OA II-\$30,691.00 Special Ed.
 Savings for OA II-\$40,995.00 Special Ed.

C.8 Personnel Action:

(Personnel Actions)

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

(CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Susan Green	Elementary Support Teacher, Kamala	September 6, 2016
Patricia McGovern	School Psychologist (.20), Frank	September 1, 2016
Ann Stuart-Lougheed	Speech/Language Specialist, Pupil Services	August 22, 2016
Mary Lang	Teacher, Kindergarten DLI (English), Curren	August 31, 2016
Ivan Mendez	Teacher, Physical Education, Fremont	August 30, 2016
Julie Shaw	Teacher, Spanish, Fremont	September 12, 2016
Tiffany Anderson	Substitute Teacher	2016/2017 School Year
Candace Challenor	Substitute Teacher	2016/2017 School Year
David Diaz	Substitute Teacher	2016/2017 School Year
Ivanna Luna	Substitute Teacher	2016/2017 School Year
Kathleen McLaughlin	Substitute Teacher	2016/2017 School Year
Catherine Pope	Substitute Teacher	2016/2017 School Year
Maryam Shafiei	Substitute Teacher	2016/2017 School Year
Valerie Steele	Substitute Teacher	2016/2017 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

Valentina Avalos	09/12/2016
Rex Burke	09/12/2016
Cruz Earls	09/12/2016
Rae Gonzales-Villalpando	09/06/2016
Rachel Herskowitz	09/12/2016
Jennifer Huynh	09/12/2016
Rosalind Kasamis	09/26/2016
Teresa LaPata	09/08/2016
Keri Leitch	09/15/2016
Lawrence Libman	09/12/2016
Marilu Lopez	09/26/2016
Erin Lynch	09/06/2016
Karen Manny	09/26/2016
Candice McHenry	09/12/2016
Susan Nemets	09/01/2016
Katie Norton	09/06/2016
Mark Orosco	09/07/2016
Marilynne Parker	09/12/2016
Angelica Railey	09/12/2016

Deanna Romero	09/06/2016
Pamela Sanchez	09/12/2016
Randall Smith	09/01/2016
Jane VanDaalwyk	09/12/2016
Eloise Vinton	09/07/2016

RESIGNATION

Miriam Blanchard	Speech/Language Specialist, Special Ed.	09/07/2016
Eloise Vinton	Intervention Services Provider, Driffill	09/09/2016
Angela Williams	Teacher, Science, Haydock	09/02/2016

PROMOTION

Michel Haun	Assistant Principal, Fremont	09/12/2016
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment: (CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Andrade, Gabriela	Library Media Technician, Position #2525 Rose Ave. 5.0 hrs./190 days	08/29/2016
Kerissa, Hoda	Paraeducator I, Position #7267 McAuliffe 2.0 hrs./183 days	09/01/2016
Tobon Guzman, Maria	Paraeducator I, Position #7192 Rose Ave. 4.0 hrs./183 days	09/06/2016
<u>Limited Term</u>		
Alhabash, Suha I	Paraeducator	08/30/2016
Hernandez, Danna	Paraeducator	08/29/2016
Loebe, Laura	Paraeducator	09/12/2016
Rodriguez, Casey S.	Paraeducator	08/29/2016
<u>Exempt</u>		
Caluya, Ruel	Campus Assistant	09/08/2016
Juarez, Lizeth	Campus Assistant	09/02/2016
Ochoa, Brenda	Campus Assistant	08/18/2016
Rodriguez, Christine	Campus Assistant	08/26/2016
Ruiz, Aurora	Campus Assistant	08/18/2016
Topete, Andres	Campus Assistant	08/16/2016
<u>Promotion</u>		
Flores, Marcella	Secretary, Position #1357 Pupil Services 8.0 hrs./246 days Office Assistant II, Position #1983 Marshall 5.0 hrs./203 days	09/12/2016

Transfer

Sandoval, Michelle Office Assistant II, Position #6447 09/12/2016
 Fremont 8.0 hrs./203 days
 Office Assistant II, Position #2172
 Ritchee 7.0 hrs./203 days

Serratos, Juan Carlos Custodian, Position #2543 09/05/2016
 McAuliffe 4.0 hrs./246 days
 Custodian, Position #2541
 Fremont 4.0 hrs./246 days

Reinstatement

Olson, Teresa Paraeducator II, Position #6519 08/29/2016
 Special Education 5.75 hrs./183 days

Resignation

Bravo, Sarah Paraeducator I, Position #7173 09/02/2016
 Elm 2.0 hrs./183 days

Curwood, Sandra Director of Child Nutrition, Position #108 09/06/2016
 Child Nutrition Services 8.0 hrs./246 days

Loebe, Laura Paraeducator III, Position #1628 09/09/2016
 Special Ed. 5.75 hrs./183 days

Retirement

Rosalez, Jeanette Child Nutrition Coordinator, Position #1075 06/30/1997-
 Brekke 8.0 hrs./189 days 08/31/2016

D.1 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees considered and approved Resolution #16-11 In Support of Proposition 58: LEARN (Language Education, Acquisition And Readiness Now); and directed administration to process accordingly.

CONSIDERATION AND APPROVAL OF RESOLUTION #16-11 IN SUPPORT OF PROPOSITION 58: LEARN (LANGUAGE EDUCATION, ACQUISITION AND READINESS NOW) (Motion #16-29)

D.2 This item was tabled to a future board meeting during the adoption of the agenda.

APPROVAL OF THE ENGLISH LEARNER MASTER PLAN

F.1 The Board of Trustees reviewed the new Board Policies, Administrative Regulations and Bylaws, as presented for first reading:

FIRST READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

New BP 3515.7, E(1) and E(2)	Business and Noninstructional Operations FIREARMS ON SCHOOL GROUNDS	Vaca
New BP 4121	Certificated Personnel TEMPORARY/SUBSTITUTE PERSONNEL	Vaca
New AR 4161.11, 4261.11 and 4361.11	All Personnel INDUSTRIAL ACCIDENT/ILLNESS LEAVE	Vaca

New AR 4261.1	Classified Personnel PERSONAL ILLNESS/INJURY LEAVE	Vaca
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Dr. Cesar Morales:

- Reported that students had done fabulous work during the summer on the digital book accomplishments, 1,032,664 books had been finished.
- Reported that Fremont Academy of Environmental Science & Innovative Design had won the “From the Bow Seat Advocacy Award” in the 2016 Bow Seat Ocean Awareness Student Contest for their mosaic billboard about plastic pollution “Refill not Landfill”.
- Thanked Mary Curtis, Director of Curriculum, Instruction and Accountability for promoting an informative piece for parents through the OSD Gifted Newsletter – September 2016.
- Shared a Parent Teacher Forum for Foster Children through the Ventura County Children & Family Services and Ventura County Office of Education, scheduled for Tuesday, October 11, 2016 at 4:00 – 6:00 p.m. at the Oxnard High School Performing Arts Building.
- Reported that McKinna School had been identified as an exemplary school by the VC STEM Project for CSUCI.
- Finished his report by highlighting schools during Constitution Day.

SUPERINTENDENT
ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Reported he had visited McKinna School and toured the campus with Principal Jenks, he also stated they had just finished installing new flooring in the portables.
- He also visited Haydock Academy of Arts & Sciences and toured the campus with Principal Dr. Bond, they visited the music and dance classes.

TRUSTEE
ANNOUNCEMENTS

Mr. Denis O’Leary:

- Announced that Governor Brown had signed a historical bill to allow overtime pay for field workers which will be beneficial to the Oxnard School District parents and students.
- Thanked Kaila, the DLI student who spoke in Spanish during public comments earlier in the meeting, he also thanked her family and stated choice of promoting language studies when along with supporting Proposition 58: LEARN.

Mr. Ernest Morrison:

- Reported he had attended Back To School Nights at Haydock, Fremont, Ritchen and McKinna Schools and the universal statement of making and working on relationships and expectations of the students was felt throughout the district. He thanked all of the staff, students and parents for a great start to the 2016-17 school year.
- Thanked the students, parents and staff from Driffill School for the great presentation they provided earlier in the meeting and was proud to state that great things are happening in the Oxnard School District.

Mrs. Debra M. Cordes:

- Reported that she attended eleven (11) Back To School Nights and was very impressed with the programs and the community tables that inform parents what services were available to them, and there was food at each event which was very nice.

- She reported last night she attended the Harrington BTSN and visited the classrooms and saw the guitars which are beautiful.
- She stated it warmed her heart to see the Driffill students and parents tonight and stated that the district provides a lot of services for the students and school staff are doing an awesome job.
- She thanked Dr. Morales and encouraged him to keep up the good work.
- She also stated that elections were coming up and encouraged parents to educate themselves to do what is best for the kids of the community.

Mrs. Veronica Robles-Solis:

- Thanked administration for the Gifted Newsletter.
- She also stated that great things are happening at all of the schools, she was especially excited about the mariachi programs at Harrington and Haydock Schools. The Board and district administration have brought music and art back to the students and they continue to support the students, teachers, parents and community to move forward.
- She also stated that the community needed to educate themselves on the election and only the votes of the Oxnard community could decide on the future of Measure D to support the students of the Oxnard community.

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

There being no further business, on motion by Trustee Cordes, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 8:13 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of September 21, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
October 5, 2016

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

CALL TO ORDER

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

ROLL CALL

Ivan Gomez, 5th grader in 5th grader in Mr. Julio Cahue’s class, student at Elm School lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Fatima Ascencio, 5th grader in Ms. Patricia Ambriz’ class, student at Elm School read the District’s Vision and Mission Statements in English and Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Ms. Leticia Ramos, Principal at Elm School the Environmental-Life Sciences and Mathematics Academy thanked the Board for the opportunity to showcase their school. Ms. Ramos, staff and students provided an in depth presentation on Elm School. She reviewed the CAASPP results as it pertained to Elm School, various resources for students and parents, EL classes for parents, and their CRLP partnership with California Lutheran University. Students set up activity centers and demonstrated lessons with the Board Members and administrators.

PRESENTATION BY ELM SCHOOL

Board Clerk Debra M. Cordes thanked the students, parents and staff for participating in the board meeting. Dr. Morales thanked the students, parents, teachers and staff for being present at the board meeting.

President Robles-Solis arrived at 5:40 p.m.

(Arrival of Trustee)

A.5 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

A.6 Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Ms. Anna Thomas, Director of Curriculum, Instruction and Accountability, who provided a detailed report on the District’s California Assessment of Student Performance and Progress (CAASPP) assessment system on student results for 2015-2016 school year.

STUDY SESSION STATE TESTING SCORES REPORT

Following discussion, the Board thanked Ms. Freeman and Ms. Thomas for the report.

Frank Barba, retired administrator, thanked Ms. Thomas for the report and stated the district needed to be data driven to assist the students; he also stated he would not support another bond for the city or the school district.

Public Comment:

ANNOUNCEMENTS PRIOR TO CLOSED SESSION October 5, 2016:

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

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

PUBLIC COMMENT
CLOSED SESSION

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

- ANTICIPATED LITIGATION – one (1) case

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

- Case No. 16-01 (Action Item)

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

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

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

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

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

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) EVALUATION(S): PRINCIPAL(S)

Trustees convened to closed session at 6:40 p.m. until approximately 7:12 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

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

REPORT ON CLOSED
SESSION

A.11 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services introduced Ms. Suzanne Lugotoff, Director of Child Nutrition Services and Ms. Julie Chessen, Assistant Director of Child Nutrition Services. Ms. Lugotoff thanked the Board for the opportunity to present the CNS Program. The presentation included information about school meals program, professional standards, grants and goals for the 2016-2017 school year. The Board thanked Ms. Lugotoff and Ms. Chessen for a great report.

ANNUAL REPORT ON
CNS PROGRAM

A.12 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services introduced Mr. Tony Briscoe, Transportation Director, who provided the 2015-2016 Annual Report on transportation services. The presentation included information on programs and services provided, safety record, annual terminal inspection, technology and future expectations.

ANNUAL REPORT ON
TRANSPORTATION

Following discussion, the Board thanked Mr. Briscoe for the report.

B.1 Clerk Cordes read the Rules For Individual Presentations in English and in Spanish.

RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

- Cynthia Garcia-Doane, current State AMAE President, concerned with special education complaints filed on the district.

B.2 This being the time and date noticed, President Robles-Solis opened the public hearing to determine if Oxnard School District has sufficient standards-aligned textbooks or instructional materials, according to Education Code 60119.

PUBLIC HEARING APPROVAL OF HEARING TO PRESENT FINDINGS OF SUFFICIENT INSTRUCTIONAL MATERIAL FOR 2016-2017 AND ADOPT RESOLUTION #16-12 (Motion #16-30)

Ms. Robin Freeman, Assistant Superintendent, Educational Services reported that each student had sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. She also reported that the Ventura County Office of Education had concluded the Williams Act Settlement inspection and determined the Oxnard School District provided sufficient standards-aligned instructional materials and facilities that enhanced student learning.

Following discussion, on motion by Trustee Duff, seconded by Trustee Cordes and carried on a roll call vote of 4-1, Trustee O’Leary being the Nay vote; the Board of Trustees adopted Resolution #16-12 on Sufficiency of Textbooks or Instructional Materials for 2016-2017 school year.

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

CONSENT AGENDA (Motion #16-31)

C.1 Approved the following agreements:
Enrichment:

(Approval of Agreements)

- #16-130 Mad Science of Los Angeles, will offer six (6) assemblies for students, and one Science Night for students and parents at Chavez School; amount not to exceed \$5,275.00, to be paid with Site Allocated General Funds – Non-Targeted;
- #16-131 Oxnard Performing Arts Center, for use of facilities for the Awards of Excellence event on October 26, 2016; amount not to exceed \$1,700.00, to be paid with General Funds;
- #16-132 with Ventura County Arts Council, to provide music lessons at Elm School, November 4, 2016 through June 16, 2017; amount not to exceed \$13,824.00, to be paid with Site Allocated General Funds – Targeted.

Support Services:

- #16-137 with Key Data Systems, to provide CELDT Pre-ID services to include data cleaning, data validation, and proofing and file submission to CELDT portal for the 2016-2017 school year; amount not to exceed \$2,000.00, to be paid with General Funds.

Personnel:

- #16-133 with CompHealth Medical Staffing, to provide temporary service to the Oxnard School District students consistent with the student’s Individualized Education Program (IEP); amount not to exceed \$80.00 per hour, to be paid with Special Education Funds.

Facilities:

- #16-134 with Dial Security, to provide alarm monitoring/maintenance services at all district sites; amount not to exceed \$98,892.00, to be paid with General Funds;
- #16-138 with Cumming Construction Management Inc., to provide design, procurement and construction management services for the Proposition 39 program, October 6, 2016 through December 31, 2018; amount not to exceed \$201,053.00, to be paid with Proposition 39 Funds.

C.2 Ratified the following agreements:

(Ratification of Agreements)

Special Education:

- #16-112 with Casa Pacifica School, to provide nonpublic school services for Student JE112705 for the 2016-17 school year, including Extended School Year; amount not to exceed \$65,850.00, to be paid with Special Education Funds;
- #16-113 with Casa Pacifica School, to provide nonpublic school services for Student ZH020603 for the 2016-17 school year, including Extended School Year; amount not to exceed \$39,600.00, to be paid with Special Education Funds;
- #16-114 with Casa Pacifica School, to provide nonpublic school services for Student SK032703 for the 2016-17 school year, including Extended School Year; amount not to exceed \$39,600.00, to be paid with Special Education Funds;
- #16-115 with Casa Pacifica School, to provide nonpublic school services for Student CN010103 for the 2016-17 school year, including Extended School Year; amount not to exceed \$39,600.00, to be paid with Special Education Funds;
- #16-116 with Casa Pacifica School, to provide nonpublic school services for Student AS051306 for the 2016-17 school year, including Extended School Year; amount not to exceed \$39,600.00, to be paid with Special Education Funds;
- #16-117 with Teaching Learning Creating, Plus, to provide nonpublic school services for Student JG052605 for the 2016-17 school year, including Extended School Year; amount not to exceed \$48,500.40, to be paid with Special Education Funds.

C.3 Approved the revision to the Measure R Bond Oversight Committee By-Laws in order to align with the amended language in Education Code 15282.

(Approval of Revision To Measure R Bond Oversight Committee By-Laws)

C.4 Approved WAL #008 with ATC Group Services LLC for as needed hazardous materials testing and oversight for the duration of the Lemonwood Reconstruction Project per Master Agreement #13-135; amount not to exceed \$15,000.00, to be paid with Measure R Bond Funds.

(Approval of WAL #008 with ATC Group Services LLC For As Needed Hazardous Materials Testing And Oversight For The Duration Of The Lemonwood Reconstruction Project)

C.5 Ratified WAL #002 with Rincon Consultants Inc., for Soil Investigation Services for the Elm Reconstruction Project per Master Agreement #13-131; amount not to exceed \$24,100.00, to be paid with Measure R Bond Funds. (Ratification of WAL #002 with Rincon Consultants Inc., For Soil Investigation Services For The Elm Reconstruction Project)

C.6 Ratified WAL #007 with ATC Group Services LLC for Lemonwood Reconstruction Project Emergency Pipeline Testing per Master Agreement #13-135; amount not to exceed \$7,777.14, to be paid with Measure R Bond Funds. (Ratification of WAL #007 with ATC Group Services LLC For Emergency Pipeline Testing For The Lemonwood Reconstruction Project)

C.7 Approved Purchase Order/Draft Payment Report #16-02, as submitted. (Purchase Order/Draft Payment Report #16-02)

C.8 Agreed to reject York Claim VCBA07221A1 on the advice of the Joint Powers Authorities (JPA). (Rejection of Liability Claim: VCBA07221A1)

C.9 Approved request for Dual Language Director Dr. Ana DeGenna to attend the Sixth International Conference on Immersion and Dual Language Education: Connecting Research and Practice Across Context, in Minneapolis, Minnesota from October 19 through October 22, 2016; amount not to exceed \$3,000.00, to be paid with Title III Funds. (Approval of Request To Attend Out-Of-State Conference – Minnesota)

C.10 Approved the establishment, abolishment, reduction or increase in hours for classified positions: (Establish/Abolish/Reduce/Increase Hours of Positions)

Establish:

- A five hour and forty-five minute, 183 day Paraeducator III, position number 7878, to be established in Special Education department. This position will be established to provide additional support.

FISCAL IMPACT:

Cost for Para III-\$27,141.00 Special Ed.

C.11 Personnel Action: (Personnel Actions)

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

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Tracy Foster	Science Teacher, Science	September 19, 2016
Arnulfu Duran	Substitute Teacher	2016/2017 School Year
Jordan Hawkins	Substitute Teacher	2016/2017 School Year
Lawrence Howard	Substitute Teacher	2016/2017 School Year
Janellejovanni Manrique	Substitute Teacher	2016/2017 School Year
Liliana Martinez	Substitute Teacher	2016/2017 School Year
Amanda Padilla	Substitute Teacher	2016/2017 School Year

Cynthia Phillips	Substitute Teacher	2016/2017 School Year
Katherine Pichelli	Substitute Teacher	2016/2017 School Year
Rafael Plascencia	Substitute Teacher	2016/2017 School Year
Casey Rodriguez	Substitute Teacher	2016/2017 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

Ingrid Davis		10/11/2016
Sondra Guerrero		10/11/2016
Lynne Haavaldser		10/11/2016
Jennifer Huynh		09/12/2016
Maria Kirk		10/11/2016
Keri Leitch		09/19/2016
Candice McHenry		09/12/2016

Resignation

Jairo Arellano	Executive Director, English Learner Services	09/19/2016
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The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment: (CLASSIFIED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Cortez, Silvia	Child Nutrition Worker, Position #2054 Soria 5.0 hrs./185 days	09/12/2016
Daniels, Geraldine	Library Media Tech, Position #2199 Sierra Linda 5.0 hrs./190 days	09/01/2016
Gonzalez, Yolanda	Outreach Specialist (B), Position #563 Chavez 8.0 hrs./180 days	09/26/2016
Hubb, Angela	Healthcare Technician, Position #7115 Special Education 7.0 hrs./183 days	09/30/2016
Lozano, Maria Alicia	Child Nutrition Worker, Position #2214 Fremont 5.0 hrs./185 days	09/12/2016
Lugotoff, Suzanne	Director, Child Nutrition Services, Position #108 Child Nutrition Services 8.0 hrs./246 days	09/19/2016
Nunez, Nicholas	Security/Maintenance Worker, Position #694 Facilities 8.0 hrs./246 days	09/08/2016
Paez, Laura	Paraeducator II (B), Position #966 Special Education 5.75 hrs./183 days	09/21/2016
Vergara, Brigitte	Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days	09/13/2016

Limited Term

Alvarez Mora, Andrea	Clerical	09/19/2016
Ambriz, Noemi	Paraeducator	09/09/2016
Bradley, Arderick	Custodian	09/20/2016
Duchon, Jill M.	Child Nutrition Worker	09/21/2016
Everett, Steven	Custodian	08/29/2016
Frias Perez, Veronica	Child Nutrition Worker	08/23/2016
Gutierrez, Sheila M	Clerical	09/19/2016
Gutierrez, Stephanie	Paraeducator	09/09/2016
Haynes, Angela	Child Nutrition Worker	09/19/2016
Luna, Karen	Clerical	09/19/2016
McGee, Tyler	Paraeducator	09/13/2016
Menchaca, Anthony	Paraeducator	09/21/2016
Munoz, Arnulfo	Paraeducator	09/07/2016
Murao, Meghan	Clerical	08/25/2016
Salazar, Erika	Child Nutrition Worker	08/29/2016
Severiano Vico, Adalilia	Paraeducator	09/12/2016
Tapia Reyes, Nayeli	Clerical	08/11/2016
Thompson, Ranesha	Paraeducator	09/16/2016
Villegas, Luisa	Paraeducator	09/07/2016

Exempt

Coleman, Ashley	Campus Assistant	09/09/2016
Cruz, Mariana	Campus Assistant	09/15/2016
Franco, Roxana	Campus Assistant	09/13/2016
Gallegos, Roman	Campus Assistant	09/12/2016
Rubio, Elisabet	Campus Assistant	08/18/2016
Tejeda, Janet	Campus Assistant	09/13/2016
Temple, Alonzo	Campus Assistant	09/16/2016
Villasenor, Maribel	Campus Assistant	09/09/2016

Increase in Hours

Beltran, Daniel	Cover Bus Driver/Office Assistant, Position #580 Transportation 8.0 hrs./203 days	09/19/2016
	Cover Bus Driver/Office Assistant, Position #580 Transportation 6.0 hrs./203 days	
Lopez, Irma	Paraeducator II, Position #2143 Special Education 5.75 hrs./183 days	09/08/2016
	Paraeducator II, Position #2143 Special Education 5.5 hrs./183 days	
Vaca, Anthony	Paraeducator I, Position #7329 Curren 5.5 hrs./183 days	09/09/2016
	Paraeducator I, Position #7329 Curren 4.0 hrs./183 days	

Transfer

Garcia, Maricarmen	Office Assistant II, Position #631 Driffill 8.0 hrs./203 days	08/01/2016
	Office Assistant II, Position #2185 Sierra Linda 7.0 hrs./203 days	
Ramirez, Rocio	Office Assistant II, Position #2215 Frank 6.0 hrs./192 days	10/03/2016
	Office Assistant II, Position #1212 Fremont 6.0 hrs./203 days	
Rodriguez Gaytan, Edmundo	Child Nutrition Worker, Position #269 Lemonwood 5.0 hrs./185 days	09/19/2016
	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	

In Lieu of Layoff

Zarate, Connie	Office Assistant II, Position #2872, #26 Frank 2.5 hrs./192 days, Fremont 2.0 hrs./203 days	09/13/2016
	Office Assistant II, Position #2130 Curren 4.0 hrs./203 days	

Layoff

Andaya, Sherylyn	Office Assistant II, Position #2872 Frank 2.5 hrs./192 days	09/12/2016 09/12/2016
Andaya, Sherylyn	Office Assistant II, Position #26 Fremont 2.0 hrs./203 days	

Unpaid Leave of Absence

Garcia, Maricarmen	Office Assistant II, Position #631 Driffill 8.0 hrs./203 days	09/14/2016- 08/1/2017
Resendiz, Monica	Child Nutrition Worker, Position #2160 Harrington 5.0 hrs./185 days	09/26/2016- 10/17/2016
Sandoval, Janice	Child Nutrition Worker, Position #129 Brekke 5.5 hrs./185 days	09/02/2016- 11/09/2016

Resignation

Fick, Shauna	Healthcare Technician, Position #7115 Special Education 7.0 hrs./183 days	08/14/2016
Harvey, Zachary	Site Technology Technician, Position #6803 Fremont 8.0 hrs./192 days	10/07/2016
Mello, Tiffany	Intermediate School Secretary, Position #6241 Chavez 8.0 hrs./192 days	10/05/2016
Rivera, Andrew	Paraeducator I, Position #7182 Marshall 1.0 hr./183 days	09/30/2016

D.1 On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board considered and approved adoption of Resolution #16-14 in support of Proposition 55: The California Children’s Education and Health Care Protection Act of 2016; and directed administration to process accordingly.

CONSIDER ADOPTION OF RESOLUTION #16-14 IN SUPPORT OF PROPOSITION 55: THE CALIFORNIA CHILDREN’S EDUCATION AND HEALTH CARE PROTECTION ACT OF 2016 (Motion #16-32)

E.1 On motion by Trustee O’Leary, seconded by Trustee Duff, and carried on a roll call vote of 5-0, the Board of Trustees approved the minutes of regular board meetings, as submitted.

APPROVAL OF BOARD MINUTES (Motion #16-33)

- August 24, 2016, regular board meeting
- August 31, 2016, special board meeting
- September 7, 2016, regular board meeting

F.1 On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees reviewed the new Board Policies, Administrative Regulations and Bylaws, listed below, for a second reading and adopted, as presented.

SECOND READING OF BOARD POLICIES, REGULATIONS AND BYLAWS (Motion #16-34)

New BP 3515.7, E(1) and E(2)	Business and Noninstructional Operations FIREARMS ON SCHOOL GROUNDS	Vaca
New BP 4121	Certificated Personnel TEMPORARY/SUBSTITUTE PERSONNEL	Vaca
New AR 4161.11, 4261.11 and 4361.11	All Personnel INSUSTRIAL ACCIDENT/ILLNESS LEAVE	Vaca
New AR 4261.1	Classified Personnel PERSONAL ILLNESS/INJURY LEAVE	Vaca

Dr. Cesar Morales:

- Commended Educational Services staff for the data presentation and stated principals and administration will continue to analyze the data and incorporate into the SPSA.
- Reported that students from Haydock Academy of Arts and Sciences participated in a “Friday Night Live VCOE” news conference on September 30, 2016 which is a youth development and substance abuse prevention program that works to empower young people.
- Concluded his report with highlights from the schools and activities in the district.

SUPERINTENDENT ANNOUNCEMENTS

Mr. Albert Duff Sr.:

- Reported he was happy to see a good start to the school year.

TRUSTEE ANNOUNCEMENTS

Mr. Denis O’Leary:

- Request the following be placed on a future agenda: Living Wages, Plazas Comunitarias Program with the Mexican government, class size reduction, future PLA or a policy, and a status report on the committee for Resolution No Me Llamas Oaxaquita”.

Mr. Ernest Morrison:

- Complimented all of the schools for their Back To School Nights, he reported he attended several of them and enjoyed all of the different implementations at each of the schools. He was impressed with the amount of student work being displayed and the respect the student had as they escorted visitors to the different meeting places. Kudos to the principals for their leadership and responsibility, it was very apparent.

Mrs. Debra M. Cordes:

- Reported she attended 18 Back To School Nights and enjoyed visiting with the students, teachers, parents and administrators.
- She visited Chavez School during the ribbon cutting of their garden which was led by Mr. Julian Roque.
- Reported today she visited Lemonwood School and participated in their Math Activity which was difficult. She stated that a parent night with the California Math Council was scheduled for that evening. Also reported that she noticed they had poured concrete for the new school which will be very exciting.
- Stated she appreciates all of the hard work that everyone is putting in for the success of the students.

Mrs. Veronica Robles-Solis:

- Thanked Harbor Freight for their donation to Chavez School’s garden and the time they invested to the students.
- Thanked everyone that participated in the Strengthening Our Families event which was beneficial to the parents and the children of the community.

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

Trustees reconvened to closed session at 8:40 p.m. until approximately 9:10 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

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

REPORT ON
CLOSED SESSION

- On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0; on the matter of Case #16-01 the Board of Trustees approved administrations recommendation.

(Motion #16-35)

There being no further business, on motion by Trustee Cordes, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 9:17 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
October 5, 2016; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: October 19, 2016

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ X 2nd Reading _____

1st READING - REVISION TO E 9270 – CONFLICT OF INTEREST (Cline)

Language was revised in E 9270 to specify the reporting officer for designated positions. Revisions were also made to designated positions due to title changes, new positions created, and elimination of outdated/extraneous position titles. These changes will be forwarded to the County Clerk of the Board’s office after the revised policy is adopted at second reading.

Revised/added language is indicated by *italicized* font and deleted language is indicated in strikethrough.

FISCAL IMPACT

None.

RECOMMENDATION

None at this time. The revised policy will be presented for second reading and adoption at the November 2, 2016 Board meeting.

ADDITIONAL MATERIAL

Attached: E 9270 (3 pages)

CONFLICT OF INTEREST

**Conflict of Interest Code of the
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. ~~The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body.~~ *Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix.* The district's respective filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

<u>Designated Position</u>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Members	1	COB
Personnel Commission Members	1	OSD
District Superintendent	1	OSD
Deputy/Assistant/Associate Superintendent	1	OSD
Director, Pupil Services	2	OSD
Director, Curriculum, State and Federal Programs <i>Instruction and Accountability</i>	2	OSD
Director, Dual Language Programs	2	OSD
Director, English Learner Services	2	OSD
Principals	2	OSD
Chief Information Officer	2	OSD
Executive Director, Facilities Planning, Engineering and Operations	2	OSD
Director, Classified Human Resources	2	OSD
Director, Certificated Human Resources	2	OSD
Director, Child Nutrition Services	2	OSD
Director, Early Childhood Education Programs	2	OSD
Director, Purchasing	2	OSD
Director, Finance	2	OSD
Assistant Director of Facilities	2	
Custodial Services Manager	2	
Maintenance Manager	2	
Risk Manager	2	
Manager, Special Education	2	
Manager, Warehouse	2	
Manager, Transportation	2	
Accountant/Internal Auditor	2	
Coordinator of Technology	2	
Construction Oversight Committee Members	2	
Bond Oversight Committee Members	2	
Facilities Master Plan Committee Members	2	
Consultants	2	OSD

*COB = County Clerk of the Board; OSD = Oxnard School District

CONFLICT OF INTEREST (continued)

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2016

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

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

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-09-15

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