

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

**Mr. Ernest "Mo" Morrison**, President  
**Mrs. Debra M. Cordes**, Clerk  
**Mr. Denis O'Leary**, Member  
**Mrs. Veronica Robles-Solis**, Member  
**Ms. Monica Madrigal Lopez**, 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 #9 REGULAR BOARD MEETING**

**Wednesday, January 18, 2017**

**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](http://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. Jorge Mares, Principal at Marina West Academy of Environmental Science & Creative Arts, will introduce student Abel Altamira, 5<sup>th</sup> grader in Mrs. Vargas' 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 students from Marina West Academy of Environmental Science & Creative Arts, in English and in Spanish.

### A.4 Presentation by Marina West School

Mr. Jorge Mares will provide a short presentation to the Board regarding Marina West Academy of Environmental Science & Creative Arts. Following the presentation President Morrison 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:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O'Leary \_\_, Cordes \_\_, Morrison \_\_**

### A.6 Study Session – Dual Language Immersion Program (Freeman/DeGenna)

The Board of Trustees will receive a presentation on the District's Dual Language Immersion Program.

### 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
  - Conference with Legal Counsel – Existing Litigations:
    - Office of Administrative Services Case Nos.: 2016100075  
2016100053, 2016100074, 2016090944, 2016091095, 2016091112,  
2016091008, 2016100073, 2016091036, 2016100054, 2016100066,  
2016100009, 2016100031, 2016110811, 2017010078

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

**Section A  
PRELIMINARY**  
(continued)

***A.8 Closed Session (continued)***

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- 2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
  - Consider the Request to Readmit Expelled Student(s):  
Case No. 15-09 (Action Item)  
Case No. 15-17 (Action Item)  
Case No. 15-19 (Action Item)
  
- 3. 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
  
- 4. 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.
  
- 5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release

***A.9 Reconvene to Open Session***

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**7:00 PM**

***A.10 Report Out of Closed Session***

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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.

CONSIDER THE REQUEST TO READMIT EXPELLED STUDENTS: (*Education Code 48916*)

- **Case No. 15-09 (Action Item)**  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
**Roll Call Vote:**  
**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_ Cordes \_\_, Morrison \_\_**

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

**Section A**  
**PRELIMINARY**  
(continued)

***A.10 Report Out of Closed Session (continued)***

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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.

CONSIDER THE REQUEST TO READMIT EXPELLED STUDENTS: (*Education Code 48916*)

- **Case No. 15-17 (Action Item)**  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
**Roll Call Vote:**  
**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_ Cordes \_\_, Morrison \_\_**
  
- **Case No. 15-19 (Action Item)**  
Motion: \_\_\_\_\_, Second: \_\_\_\_\_  
**Roll Call Vote:**  
**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_ Cordes \_\_, Morrison \_\_**

***A.11 Recognition of Oxnard School District’s Million Word Readers (Freeman/Curtis)***

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The Board of Trustees will recognize Oxnard School District Students who have read One Million Words.

***A.12 Recognition of Driscoll’s and Berry Pack (Freeman/Thomas)***

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It is recommended that the Board of Trustees accept the donations from Driscoll’s and Berry Pack to the Migrant Families in the Oxnard School District.

**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)

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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)

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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:

**Madrigal Lopez** \_\_, **Robles-Solis** \_\_, **O’Leary** \_\_, **Cordes** \_\_, **Morrison** \_\_

#### *C.1 Acceptance of Gifts*

It is recommended that the Board accept the following gifts:	Dept/School
<ul style="list-style-type: none"> <li>▪ From Fremont PTA, a donation of an Elkay Water Hydration Station to Fremont Academy, that will be used to support students.</li> </ul>	Brisbine

#### *C.2 Agreements*

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

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>▪ #16-197 with Focus On The Masters, to provide art lessons during school hours to Harrington students in grades 3-5; amount not to exceed \$4,500.00, to be paid with Targeted General Funds;</li> <li>▪ #16-211 with Antonio F. Jimenez Jimenez, to provide professional development to teachers in the Oxnard School District during the 2016-2017 school year; amount not to exceed \$8,000.00, to be paid with Title I Funds;</li> <li>▪ #16-212 with Parent Institute for Quality Education (PIQE), to provide a nine week parent training course in Spanish for the parents of the children enrolled at McKinna School during the period of January 26, 2017 through March 30, 2017; amount not to exceed \$6,000.00, to be paid with EL Targeted General Funds;</li> <li>▪ #16-217 with The Entertainment Contractor, to make and install 10 tons of snow which may or may not include a snow sled run at R.J. Frank Academy of Marine Science &amp; Engineering on January 28, 2017; educational connections with snow will be made with respect to climate and weather and the many human and animal adaptations that result from colder environments; amount not to exceed \$7,600.00, to be paid \$4,950.00 MSAP Grant Funds and \$2,650.00 General Funds;</li> <li>▪ #16-218 with Carl Abajian (Captain Carl’s Mobile Tidepool), to deliver and set-up a marine touch tank and provide four hours of hands-on marine science education to students and parents at R.J. Frank Academy of Marine Science &amp; Engineering on January 28, 2017; amount not to exceed \$800.00, to be paid with MSAP Grant Funds;</li> <li>▪ #16-224 with Focus On The Masters, to provide “Learning To See Program” to Sierra Linda fifth grade students; amount not to exceed \$2,000.00, to be paid with Non-Targeted General Funds;</li> </ul> | Freeman/<br>Ramirez<br><br>Freeman/<br>DeGenna<br><br>Freeman/<br>Jenks<br><br>Freeman/<br>West<br><br>Freeman/<br>West<br><br>Freeman/<br>Serrano |
|---|--|

##### **Special Education:**

- |   |                    |
|---|--------------------|
| <ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #16-86 with Ventura County Office of Education/SELPA, to provide OT/COTA services for 68 hours a week for 48 weeks in the amount not to exceed \$228,480.00, Amendment #1 is to reduce to 44 hours per week in turn reducing the new total agreement amount to \$161,280.00, to be paid with Special Education Funds;</li> </ul> | Freeman/<br>Sugden |
|---|--------------------|

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## Section C CONSENT AGENDA

(continued)

### C.2 *Agreements (continued)*

It is recommended that the Board approve the following agreements:	Dept/School
<b>Special Education:</b>	
<ul style="list-style-type: none"> <li>▪ #16-198 with Behavior Insights Inc., to provide consultant services to OSD, Special Education Services during the 2016-17 academic school year; amount not to exceed \$15,000.00, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<b>Support Services:</b>	
<ul style="list-style-type: none"> <li>▪ #16-204 with Ventura County Office of Education to facilitate and acknowledge the mutual sharing of data and integration between data management systems, January 19, 2017 through January 18, 2022; hourly rates not to exceed \$80.00 - \$150.00 and will be invoiced as needed, to be paid with Unrestricted General Funds;</li> <li>▪ #16-205 with Hip Hop Mindset, to provide hip hop dance lessons to students in the Oxnard School District, January 19, 2017 through June 30, 2017; amount not to exceed \$45,000.00, to be paid with ASES Grant Funds;</li> <li>▪ #16-213 with Foster Youth Services Coordinating Program, VCOE, to provide training for the Training Informed Practices for Schools to certified teachers at McKinna School, January 19, 2017 through June 30, 2017; the District will be reimbursed by FYSCP for participation;</li> <li>▪ #16-214 with Professional Tutors of America Inc., to provide free One on One tutoring services to Title One eligible students in the Oxnard School District, January 20, 2017 through June 30, 2017; amount not to exceed \$900.00 per student, to be paid with Title One – SES Funds (\$60.00 per hour for a maximum of 15 hours per student);</li> <li>▪ #16-215 with Ventura County Office of Education, to provide free small group (10:1) tutoring services to Title One eligible students in the Oxnard School District, January 20, 2017 through June 30, 2017; amount not to exceed \$900.00 per student, to be paid with Title One – SES Funds (\$36.00 per hour for a maximum of 25 hours per student);</li> <li>▪ #16-216 with Tutorific, to provide free One on One or small group (6:1) tutoring services to Title One eligible students in the Oxnard School District, January 20, 2017 through June 30, 2017; amount not to exceed \$900.00 per student, to be paid with Title One – SES Funds (\$60.00 per hour for a maximum of 15 hours per student or \$36.00 per hour for a maximum of 25 hours per student);</li> <li>▪ #16-219 with Terra Firma Enterprises, to provide the Emergency Operations Center (EOC) Essential Course to the Oxnard School District; amount not to exceed \$8,450.00, to be paid with Safety Credits Fund;</li> <li>▪ #16-220 with Terra Firma Enterprises, to provide technical assistance to update the Emergency Operations Plan (EOP) and operational checklists for Oxnard School District's EOC; amount not to exceed \$8,190.00, to be paid with Safety Credits Fund;</li> <li>▪ #16-225 with Parsons Constructors Inc., to support the Project Labor Agreement for the Elm Elementary School Project, January 19, 2017 through July 31, 2018; amount not to exceed \$49,000.00, to be paid with Measure R Bond Funds;</li> </ul>	Freeman/ Mitchell  Freeman/ Thomas  Freeman/ Ridge  Freeman/ Thomas  Freeman/ Thomas     Vaca/ Magana  Vaca/ Magana  Cline

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**Section C**  
**CONSENT AGENDA**  
(continued)

**C.2 Agreements (continued)**

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

**Personnel:**

- #16-223 with Liberty University, to establish a partnership to provide candidates an opportunity to complete their degree in School Counseling; at no cost to the District; Vaca/  
Gern

**Facilities:**

- #16-208 with Flewelling and Moody, Inc., to provide preliminary architectural and engineering services for the Doris/Patterson Site; services to be provided on an hourly basis, not to exceed \$150,000.00, to be funded with Measure “R” Bond Funds. Dr. Morales/  
Cline/  
CFW, Inc.

**C.3 Ratification of Agreements**

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

**Academic:**

- Amendment #1 to Agreement #16-44 with California Department of Education, to ratify Child Development Division Contract #CSPP-6635, original agreement was for \$1,196,273.00, Amendment #1 is for an increase of \$61,446.00, for a new total of \$1,257,719.00; Freeman/  
Thomas

**Enrichment:**

- #16-222 with Art Trek Inc., to provide art enrichment for students participating in the after school programs at various sites; amount not to exceed \$32,400.00, to be paid with ASES Grant Funds; Freeman/  
Thomas

**Special Education:**

- Amendment #1 to Agreement #16-113 with Casa Pacifica School, original agreement for student ZH020603 was in the amount not to exceed \$39,600.00; Amendment #1 is to provide intensive individualized services (1:1 Paraeducator) for same student for an increase of \$21,300.00, for a total of \$60,900.00 for 2016-17; to be paid with Special Education Funds; Freeman/  
Sugden
- #16-186 with Assistance League, Non-Public School, to provide services for students IM062912 and EV120612 for the 2016-2017 school year, including Extended School Year, beginning November 1, 2016; amount not to exceed \$12,560.00, to be paid with Special Education Funds; Freeman/  
Sugden
- #16-196 with Teaching Learning Creating, Plus (TLC+), Non-Public School, to provide services for student NC072504 for the 2016-2017 school year, including Extended School Year; amount not to exceed \$25,120.08, to be paid with Special Education Funds; Freeman/  
Sugden
- #16-206 with Casa Pacifica Non-Public School, to provide services for student GS021503 for the 2016-2017 school year, including Extended School Year; amount not to exceed \$26,022.00, to be paid with Special Education Funds; Freeman/  
Sugden
- #16-209 with Ventura County Office of Education, to provide exceptional services to special education students GG111606, JP030904, EN071309, and JS010805 that consist of support from Special Circumstances Paraeducators (SCP’s) for the 2016-2017 school year, including Extended School Year; amount not to exceed \$28,927.10, 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.3 Ratification of Agreements: (continued)***

It is recommended that the Board ratify the following agreements:	Dept/School
<b>Special Education:</b>	
<ul style="list-style-type: none"> <li>▪ #16-221 with Ventura County Office of Education, to provide exceptional services to special education students PL031809 and BE053005 that consist of support from Special Circumstances Paraeducators (SCP's) for the 2016-2017 school year, including Extended School Year; amount not to exceed \$48,711.76, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<b>Personnel:</b>	
<ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #14-43 with National University – Internship Credential Program, Amendment #1 is to revise language on Article 8 to meet State regulations regarding Teacher and Special Education Intern Support; District will pay National University Interns on the Certificated Salary Schedule from the Unrestricted General Fund;</li> </ul>	Vaca/ Gern
<b>Facilities:</b>	
<ul style="list-style-type: none"> <li>▪ #16-202 with Nolte Associates Inc., to provide additional soil testing and analysis requested by The California Geological Survey for the portable Classrooms Addition at San Miguel School; amount not to exceed \$9,480.00, to be paid with Deferred Maintenance Funds.</li> </ul>	Cline/ Fateh

### ***C.4 Approval of the 2016-17 Quarterly Report on Williams Uniform Complaints, Second Quarter***

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the 2016-17 Quarterly Report on Williams Uniform Complaints, second quarter, as presented.	Dept/School
	Vaca

### ***C.5 Approve Request to Attend Out-of-State Conference – Washington, D.C.***

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of MSAP, that the Board of Trustees approve request for MSAP Project Director Ms. Debra West to attend the Magnet Schools of America National Policy Training Conference in Washington, D.C., February 15 – 17, 2017; amount not to exceed \$3,500.00, to be paid with MSAP Grant Funds.	Dept/School
	Freeman/ West

### ***C.6 Approval of Overnight Field Trip to CSU Channel Islands Santa Rosa Islands***

It is the recommendation of the Assistant Superintendent, Educational Services and the Principals of Fremont Academy of Environmental Science & Innovative Design and RJ Frank Academy of Marine Science & Engineering, that the Board of Trustees approve student participation in the Crossing of the Channel Program overnight field trips; Fremont - April 17-19, 2017, and Frank April 19-21, 2017, April 23-26, 2017 and April 26-28, 2017; at no cost to the District.	Dept/School
	Freeman/ Brisbine/ Joyce

### ***C.7 Approval and Adoption of the December 2016 Master Construct and Implementation Program***

It is the recommendation of the District Superintendent, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees accept and adopt the December 2016 Master Construct and Implementation Program.	Dept/School
	Dr. Morales/ CFW, Inc.

**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.8 Approval of Overnight Field Trip and Agreement #16-210 – NatureBridge Lemonwood School***

<p>It is the recommendation of the Assistant Superintendent, Educational Services and the Principal of Lemonwood School, that the Board of Trustees approve student participation in the outdoor Environmental Science Education overnight fieldtrip at NatureBridge located in the Santa Monica Mountains, March 27-29, 2017; the total including insurance and round-trip bus transportation is not to exceed \$9,000.00, to be paid from the Donation – Science Camp Fund.</p>	<p>Dept/School Freeman/ Wennes</p>
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***C.9 Authorize Superintendent To Make Certain Non-Substantive Changes To The Construction Services Agreement #16-199 and Sublease Agreement #16-201 Between Bernards and the OSD For The Construction Of The Elm K-5 School***

<p>It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business &amp; Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees authorize the Superintendent to make certain changes to the construction documents including modifying the sublease payment amount and certain non-substantive changes to the construction documents, no fiscal impact.</p>	<p>Dept/School Dr. Morales/ Cline/ CFW, Inc.</p>
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***C.10 Disposal of Surplus Personal Property***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare the December 2, 2016 list of surplus property obsolete and approve its sale and/or disposal, as permitted by California Code §17546.</p>	<p>Dept/School Cline/ Franz</p>
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***C.11 Enrollment Report***

<p>Attached for the Board's information is the district's enrollment report for the month of October, November and December, 2016.</p>	<p>Dept/School Cline</p>
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***C.12 Purchase Order/Draft Payment Report #16-05***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services and the Director of Purchasing, that the Board of Trustees approve Purchase Order/Draft Payment Report #16-05, as submitted.</p>	<p>Dept/School Cline/ Franz</p>
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***C.13 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.14 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 Variable Term Waiver for A Clear Multiple Subject Teaching Credential for Adriana Camarillo-Salazar (Vaca)***

<p>It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the Variable Term Waiver for a Clear Multiple Subject Teaching credential for Adriana Camarillo-Salazar, as presented.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

***D.2 Approval of Chavez School Single Plan for Student Achievement (Freeman/Perez)***

<p>It is the recommendation of the Assistant Superintendent, Educational Services and the Principal at Chavez School that the Board of Trustees approve the Chavez SPSA with the inclusion of the ELAC President’s signature.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

***D.3 Oxnard School District Audit Report, June 30, 2016 (Cline/Penanhoat)***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services and the Director of Finance, that the Board of Trustees accept the Oxnard School District Audit Report, June 30, 2016.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

***D.4 Resolution #16-20 of the Board of Trustees of the Oxnard School District Canvassing And Certifying Election Results and Certifying To The Board of Supervisors of Ventura County All Proceedings in the November 8, 2016 General Obligation Bond Election (Cline)***

<p>It is the recommendation of the Deputy Superintendent, Business &amp; Fiscal Services, that the Board of Trustees approve Resolution #16-20, as presented.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

**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.5 Measure R General Obligation Bond Building Fund of Oxnard School  
District Audit Report, June 30, 2016 (Cline/Penanhoat)**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees accept the Measure R General Obligation Bond Building Fund of the Oxnard School District Audit Report, June 30, 2016.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

**D.6 Establishment of Measure “D” Bond Oversight Committee (Dr. Morales/Cline)**

It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees establish the Measure D Bond Oversight Committee, pursuant to Proposition 39 and adopt the bylaws, as presented.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

**D.7 Consideration of Resolution #16-22 Supporting Commitment To The Education Of All Children And Making All Campuses A Safe Zone For Students and Families Threatened By Immigration Enforcement (Dr. Morales)**

It is the recommendation of the District Superintendent that the Board of Trustees discuss and consider Resolution #16-22 Supporting Commitment to the Education of All Children and Making All Campuses A Safe Zone For Students and Families Threatened by Immigration Enforcement.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

**D.8 Approval of Amendment #1 To Agreement #12-132 with Caldwell Flores Winters, Inc., For Program Management and Implementation Services (Dr. Morales/Cline)**

It is the recommendation of the District Superintendent, and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #12-132 that amends the following sections of Agreement #12-132: 1) Term, 6) Independent Contractor Status and Conflict of Interest, and 9) Insurance; no fiscal impact to the original agreement.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Cordes \_\_, Morrison \_\_**

**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 meeting,  
as submitted:

- November 2, 2016, regular board meeting

Moved:  
Seconded:  
Board Discussion:  
Vote:

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O'Leary \_\_, Cordes \_\_, Morrison \_\_**

**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 Second 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 adopt for a second reading:

Moved:  
Seconded:  
Board Discussion:  
Vote:

Revision BP 1312.3 and AR 1312.3	Community Relations UNIFORM COMPLAINT PROCEDURES	Vaca
Revision AR 1312.4 and E(2) 1312.4	Community Relations WILLIAMS UNIFORM COMPLAINT PROCEDURES	Vaca
Revision AR 3311	Business and Noninstructional Operations BIDS	Cline
Revision AR 3580	Business and Noninstructional Operations DISTRICT RECORDS	Vaca
Revision BP 5116.1 and AR 5116.1	Students INTRADISTRICT OPEN ENROLLMENT	Freeman/ Ridge
Revision E 9270	Board Bylaws CONFLICT OF INTEREST	Cline

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O'Leary \_\_, Cordes \_\_, Morrison \_\_**

**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:

### G.3 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: 1/18/17**

- A. Preliminary \_\_\_\_\_  
Study Session:  X
- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Dual Language Immersion Program Report (Freeman/DeGenna)**

---

The Board of Trustees will be provided an update on the seven Dual Language Programs in the Oxnard School District.

Educational research evidence indicates that bilingual programs promote literacy in English, as well as in the primary language for all students( August and Shanahan, 2006; CDE 2010a; Genesee, Lindholm-Leary, Saunders and Christian 2006; Goldenberg 2008). In recognition of the value of a biliterate citizenry and the need to prepare students to be college and career ready in the global world of the 21<sup>st</sup> Century, the Oxnard Elementary School District offers Dual Language Programs at seven of its schools. In Dual Language Programs, students are taught literacy and academic content in English and a partner language. The goals of Dual Language Programs are for students to develop high levels of language proficiency and literacy in both program languages, to demonstrate high levels of academic achievement, and to develop an appreciation for and an understanding of diverse cultures.

Given the unique attributes of each school and the students served, the Oxnard School District currently has three different Dual Language Models; Two-Way 90-10, One-Way 90-10, and Two-Way 50-50. Each of these models is supported by research and provide a unique program to best meet the needs of the students and community.

**FISCAL IMPACT: N/A**

**RECOMMENDATION:** It is recommendation of the Director of Dual Language Programs and the Assistant Superintendent, Educational Services that the Board of Trustees receive the study session report as outlined above.

**ADDITIONAL MATERIAL:** Power Point



# DUAL LANGUAGE LEADERSHIP

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.

# Guiding Principles for Dual Language Education

## Seven Strands

- I. **Assessment and Accountability**
- II. **Curriculum**
- III. **Instruction**
- IV. **Staff Quality and Professional Development**
- V. **Program Structure**
- VI. **Family and Community**
- VII. **Support and Resources**



# PROGRAM STRUCTURE

Strand 5



# Program Design

- 50/50 Two-Way Dual Language Immersion Program : Curren School (K-8)
- 90/10 Two-Way Dual Language Immersion Program: Driffill (K-8), Soria (K-8)
- 90/10 One Way Dual Language: Chavez (K-8), Elm (K-5), Kamala(K-8), Lemonwood (K-8)

# 50/50 Dual Language Immersion (Two-Way)

- Goal: Develop cross-cultural understanding, bilingualism and biliteracy
- Students: English Learners and English Only
- Literacy Instruction: Simultaneous English/Spanish literacy instruction
- Teachers: Requires at least one BCLAD teacher per grade level
- Things to consider: Strong collaboration between English teacher and Spanish teacher for lesson planning and class management

Kindergarten 50/50	First Grade 50/50	Second Grade 50/50	Third Grade 50/50	Fourth Grade 50/50	Fifth Grade 50/50	Sixth Grade 40/60	Seventh Grade 40/60	Eight Grade 40/60
Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish
SLA SLD Social Studies	SLA SLD Science	SLA SLD Social Studies	SLA SLD Science	SLA SLD Social Studies	SLA SLD Science	Spanish Literature Social Studies	Spanish Literature and Composition Science	Spanish Elective
English	English	English	English	English	English	English	English	English
ELD Math ELA Science PE	ELD Math ELA PE Social Studies	ELD Math ELA Science PE	ELD Math ELA PE Social Studies	ELD Math ELA Science PE	ELD Math ELA PE Social Studies	ELA Science Math PE	ELA Math Elective Social Studies (potentially tested) PE	ELA Math Science (tested) Social Studies (American History) ***Will have to decide between SS and Science PE

# 90/10 Dual Language Immersion (Two-Way)

- Goal: Develop cross-cultural understanding, bilingualism and biliteracy
- Students: English Learner and English Only
- Literacy instruction: Spanish literacy instruction first
- Teachers: In early grades, requires two teachers, English model and (BCLAD) Spanish model
- Things to consider: Need for sheltering and scaffolding of both languages throughout the day



# 90/10 Dual Language Immersion (One-Way)

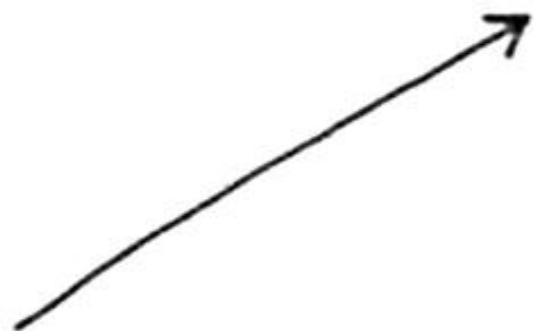
- Goal: Develop cross-cultural understanding, bilingualism and biliteracy
- Students: English Learners and Spanish dominant
- Literacy Instruction: Spanish literacy instruction first
- Teachers: One BCLAD teacher per class
- Things to consider: Thoughtful integration during school days of English speaking students to avoid segregation of students

<b>Kindergarten 90/10</b>	<b>First Grade 80/20</b>	<b>Second Grade 70/30</b>	<b>Third Grade 60/40</b>	<b>Fourth Grade 50/50</b>	<b>Fifth Grade 50/50</b>	<b>Sixth Grade 40/60</b>	<b>Seventh Grade 40/60</b>	<b>Eight Grade 40/60</b>
Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish	Spanish
SLA Math Social Studies Science PE	SLA Math Social Studies Science	SLA Math Social Studies	SLA Science Social Studies	SLA Science Social Studies	SLA Social Studies	Spanish Literature Social Studies	Spanish Literature and Composition Science	Spanish Elective
English	English	English	English	English	English	English	English	English
AELD	AELD PE	AELD Science PE	AELD Math PE	AELD ELA Math	ELA Science Math	ELA Science Math	ELA  Math Elective Social Studies (potentially tested)	ELA Math Science (tested) Social Studies (American History) ***Will have to decide between SS and Science

What does success look like?

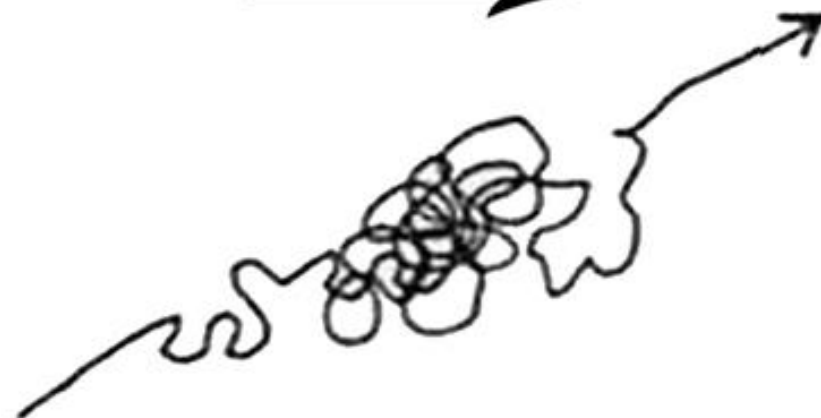


Success



what people think  
it looks like

Success



what it really  
looks like



# ASSESSMENT AND ACCOUNTABILITY

Strand 1



# Establishing common ground...

## Local Assessments

- Maravillas
  - *Unit Assessments*
- STAR 360
  - *English*
  - *Spanish*
- ELD
  - *Wonders Unit Assessments*
  - *Wonders Rubrics*
- SLD
  - *Formative Classroom Assessment*
- Mathematics Curriculum
  - *Chapter Test*

## State Assessments

- SBAC
- CELDT/ ELPAC

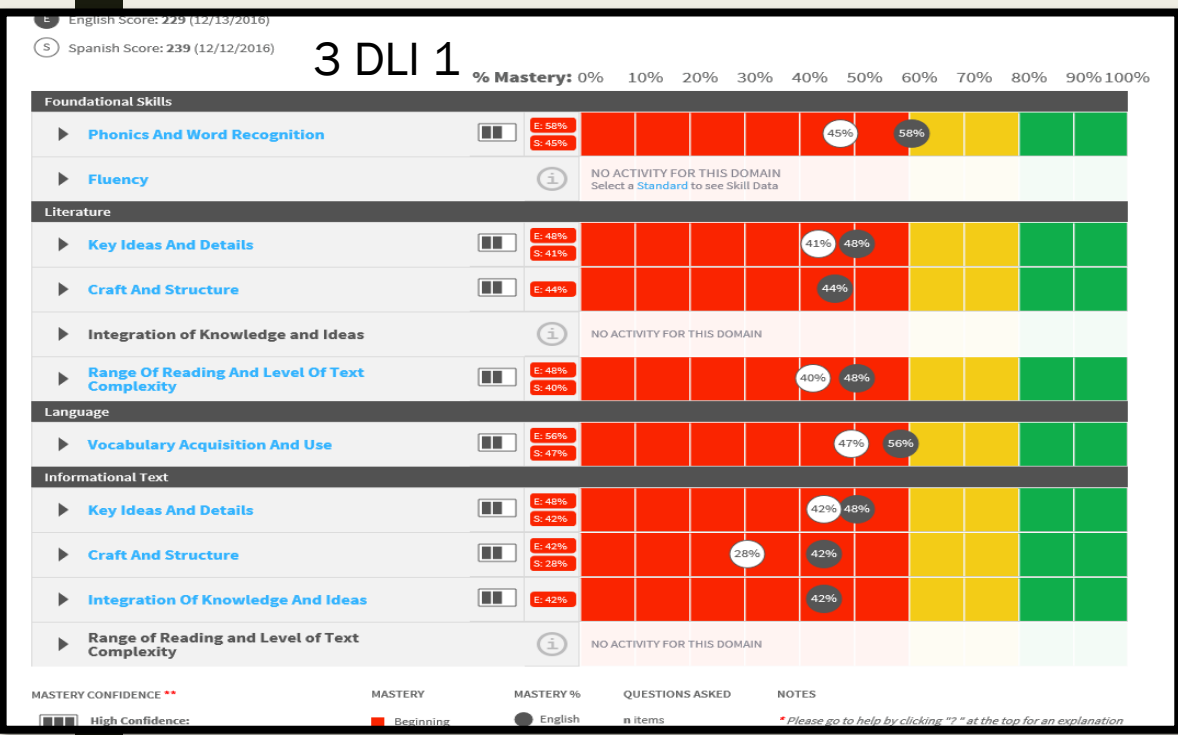


Grade	Spanish Assessment	English Assessment
Kinder and 1 <sup>st</sup>	<ul style="list-style-type: none"> <li>● STAR 360 – Every 6 weeks</li> <li>● Maravillas Unit Assessments</li> <li>● Math Chapter test (Form 3A) (90/10)</li> </ul>	<ul style="list-style-type: none"> <li>● ELA Star 360 - Benchmark</li> <li>● CELDT/ELPAC</li> <li>● Math Chapter SBAC (50/50)</li> </ul>
2 <sup>nd</sup> and 3 <sup>rd</sup>	<ul style="list-style-type: none"> <li>● STAR 360 - Every 6 weeks</li> <li>● Maravillas Unit Assessments</li> <li>● Math Chapter SBAC (90/10 – 2<sup>nd</sup> grade)</li> </ul>	<ul style="list-style-type: none"> <li>● ELA STAR 360- Benchmark</li> <li>● CELDT/ELPAC</li> <li>● SBAC (3<sup>rd</sup> only)</li> <li>● Math Chapter SBAC (90/10 3<sup>rd</sup> grade and 50/50)</li> </ul>
4 <sup>th</sup> and 5 <sup>th</sup>	<ul style="list-style-type: none"> <li>● STAR 360- Every 6 weeks</li> <li>● Maravillas Unit Assessments</li> <li>● Math Chapter SBAC (If you are teaching Math in Spanish this year)</li> </ul>	<ul style="list-style-type: none"> <li>● ELA and Math( If teaching math in English) STAR 360 - Benchmark</li> <li>● CELDT/ELPAC</li> <li>● SBAC</li> <li>● Math Chapter SBAC</li> </ul>
6 <sup>th</sup> through 8 <sup>th</sup> Grade	<ul style="list-style-type: none"> <li>● STAR 360 - Every 6 weeks</li> <li>● Maravillas Unit Assessments</li> </ul>	<ul style="list-style-type: none"> <li>● ELA and Math STAR 360 - Benchmark</li> <li>● CELDT/ELPAC</li> <li>● SBAC</li> <li>● Math Curriculum Assessment</li> </ul>

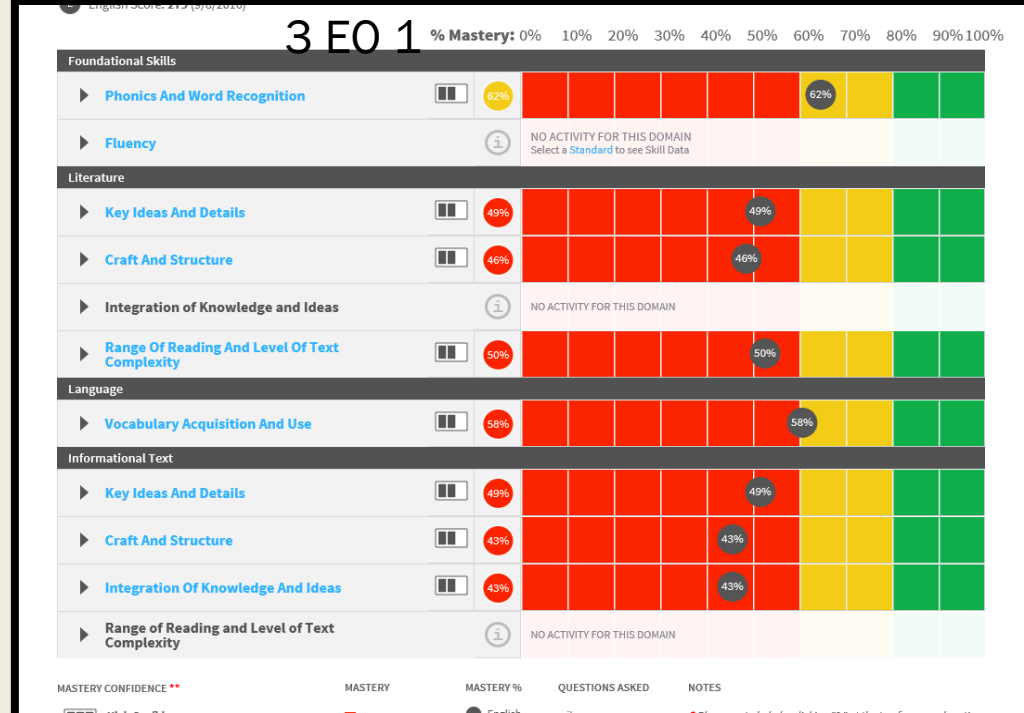
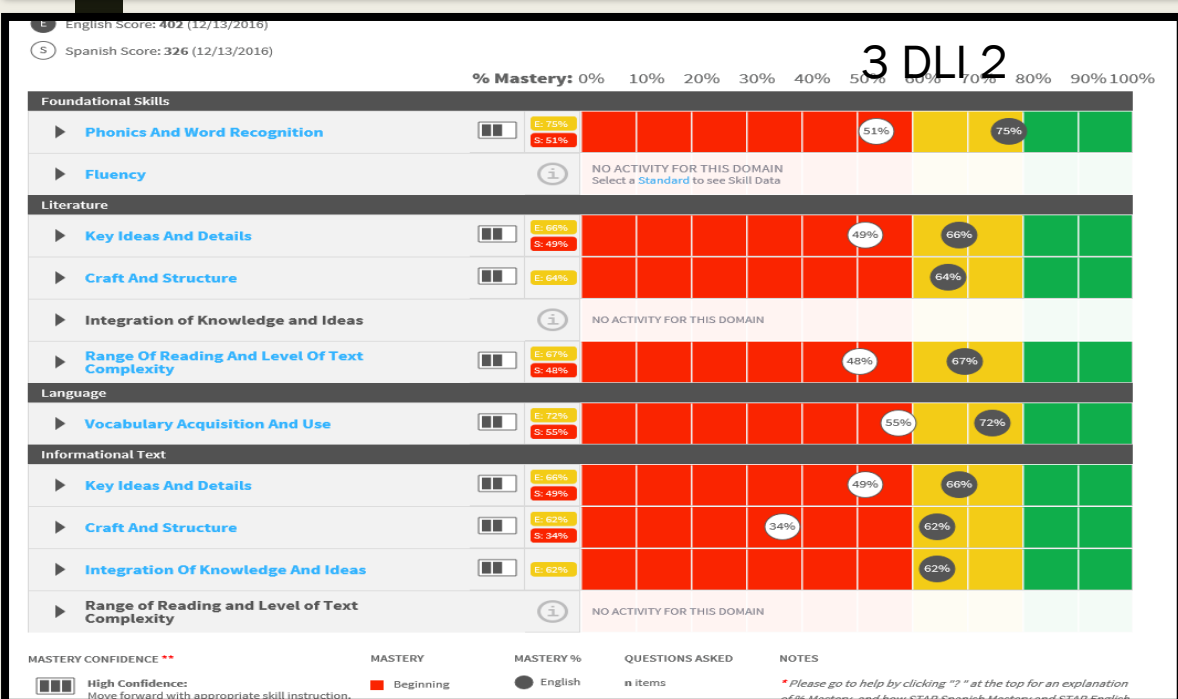
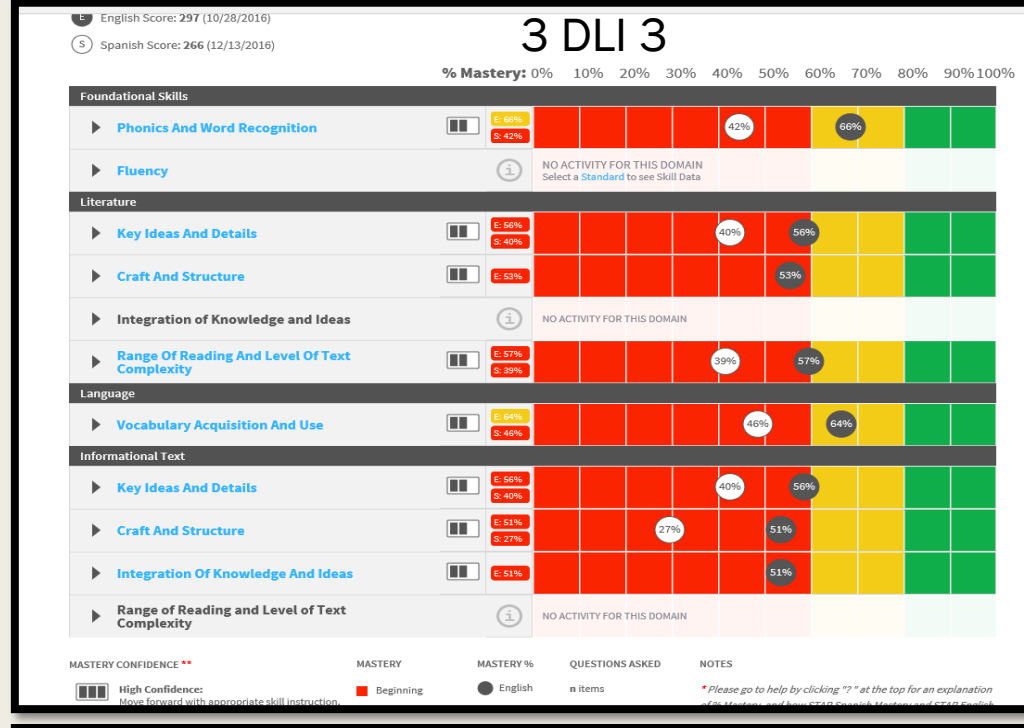
# Data Review and Analysis



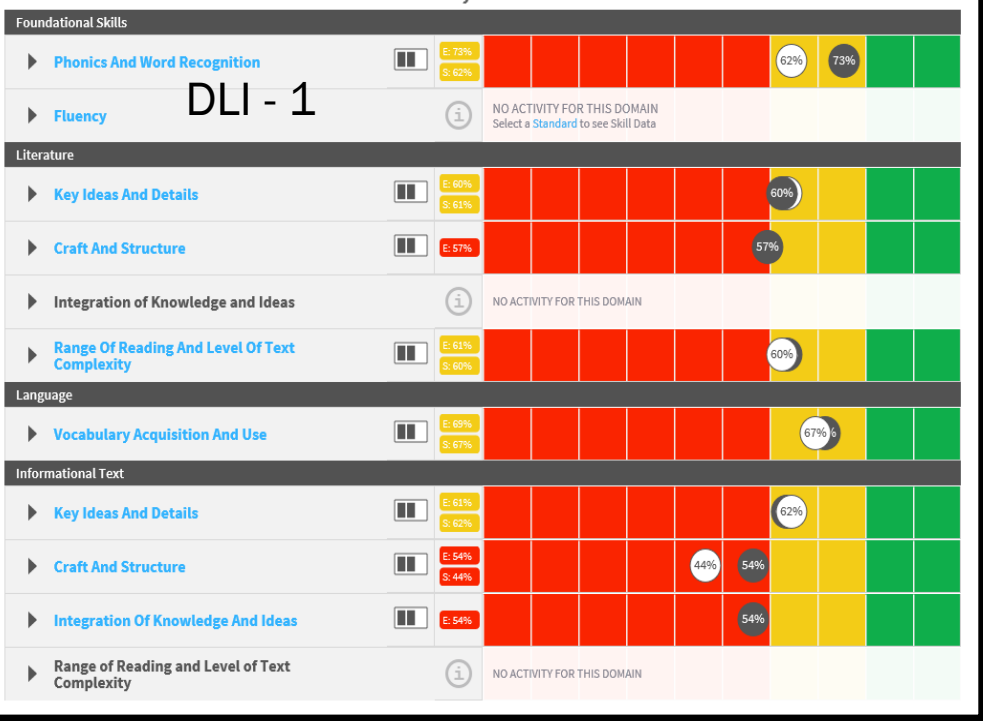




Soria  
Grade 3



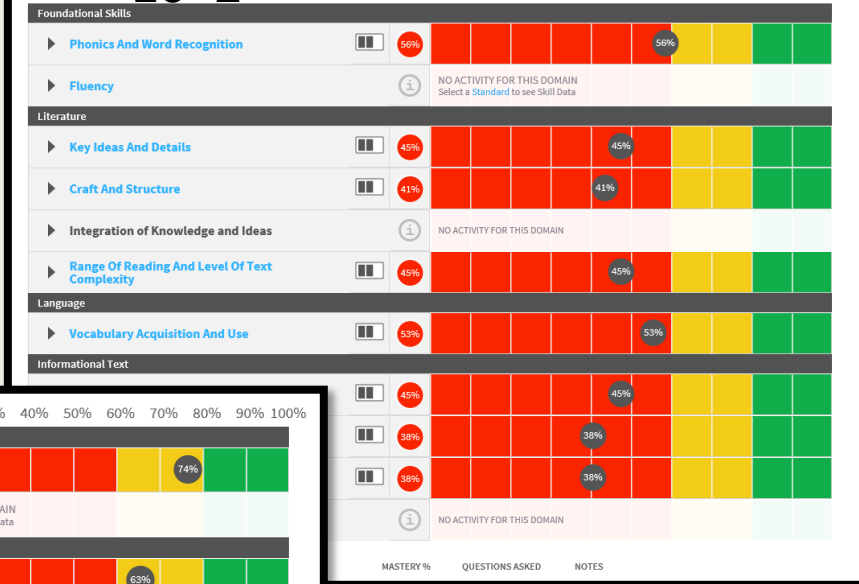
Mastery 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



## Current 3<sup>rd</sup> Grade

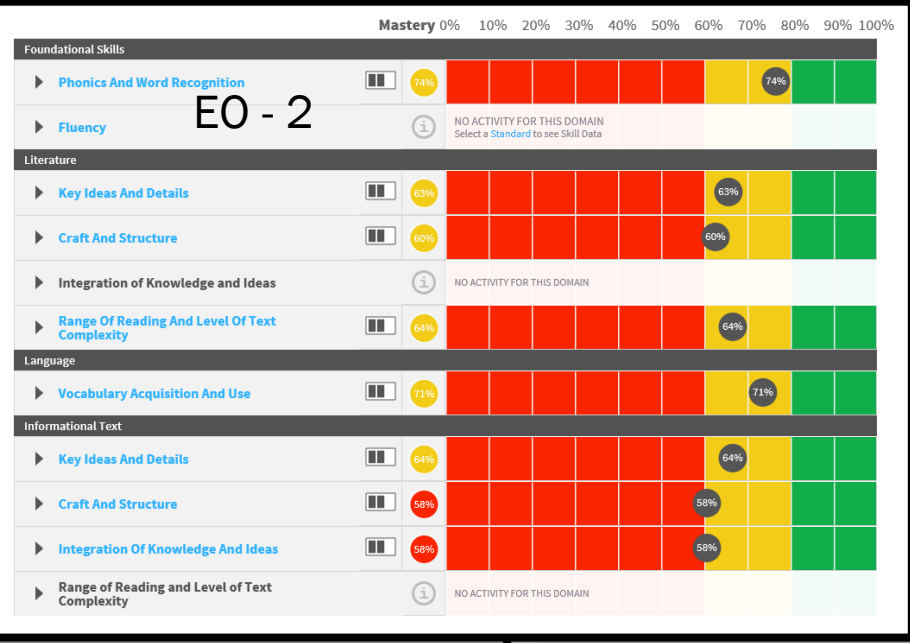
### EO - 1

Mastery 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



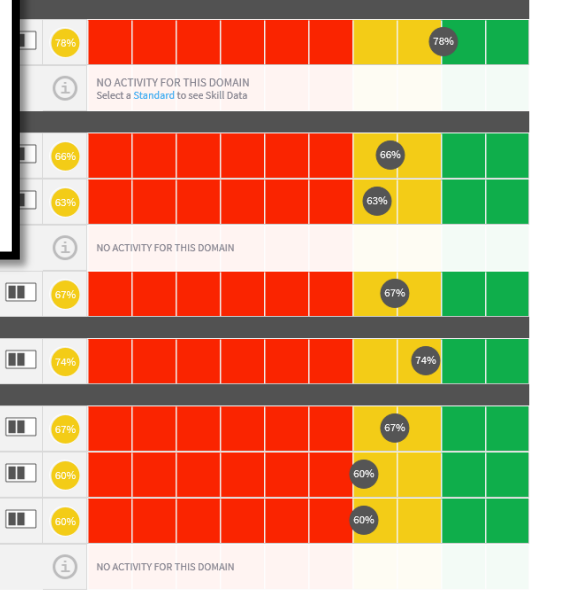
### EO - 2

Mastery 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



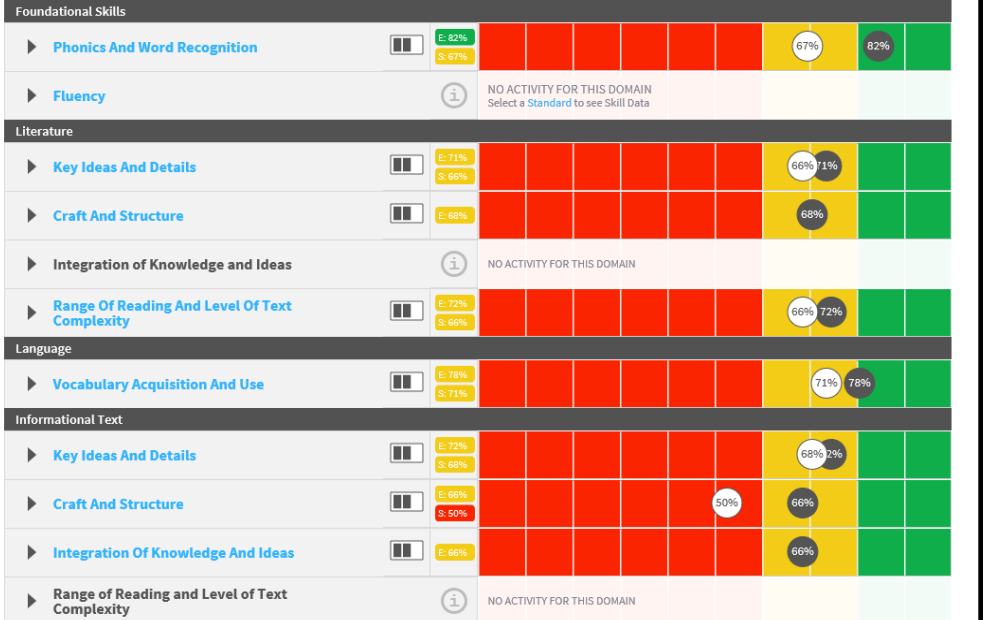
### EO - 3

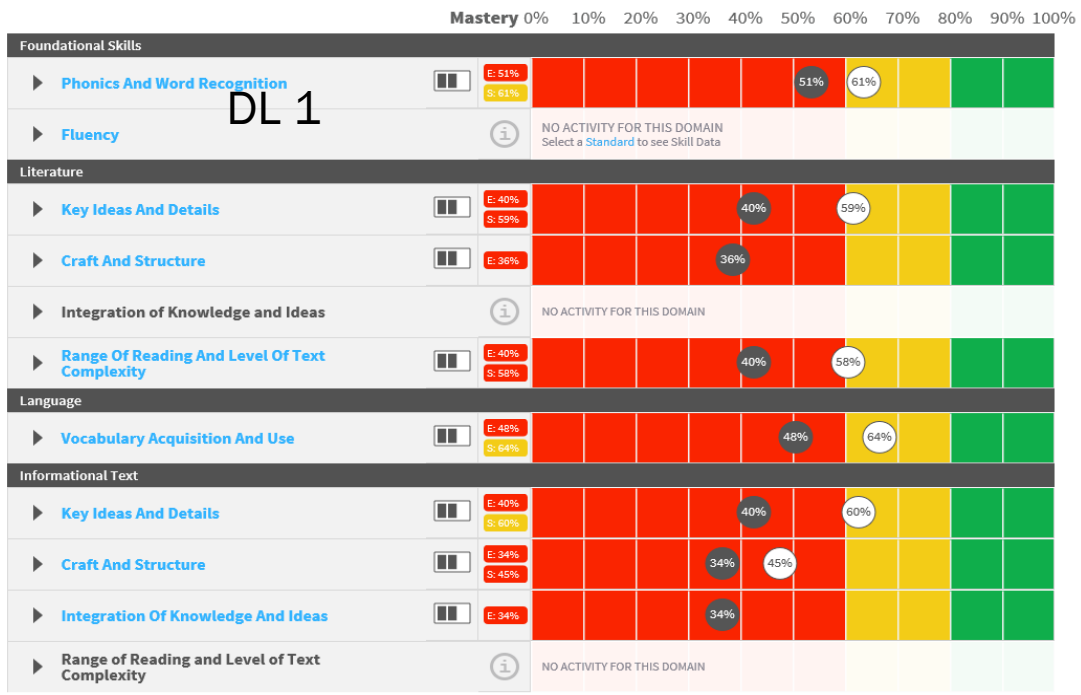
Mastery 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



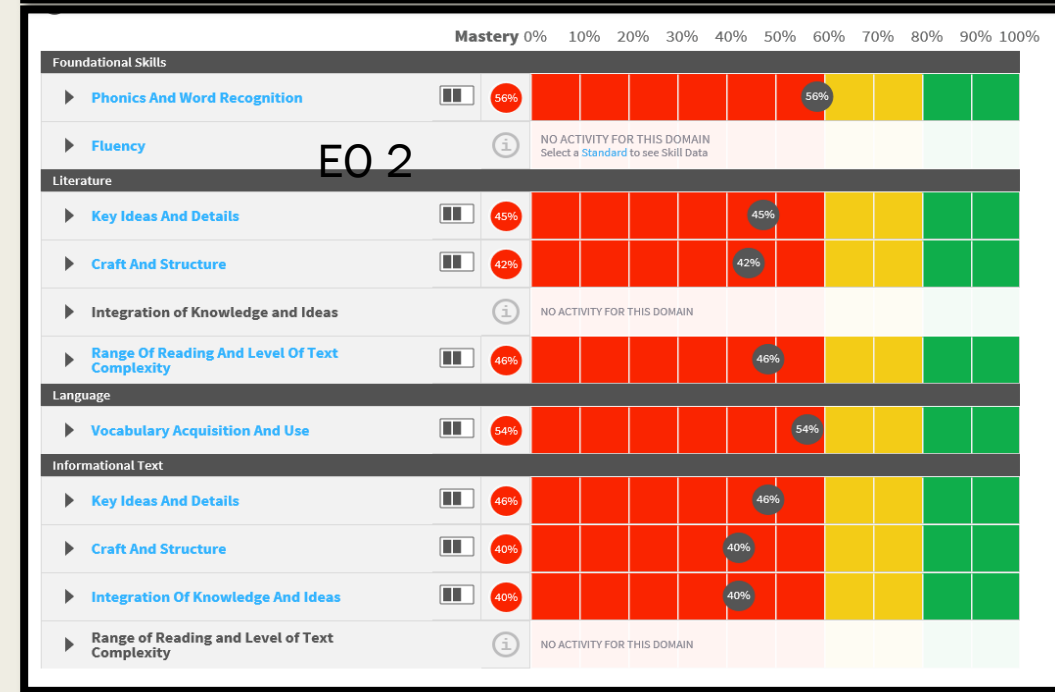
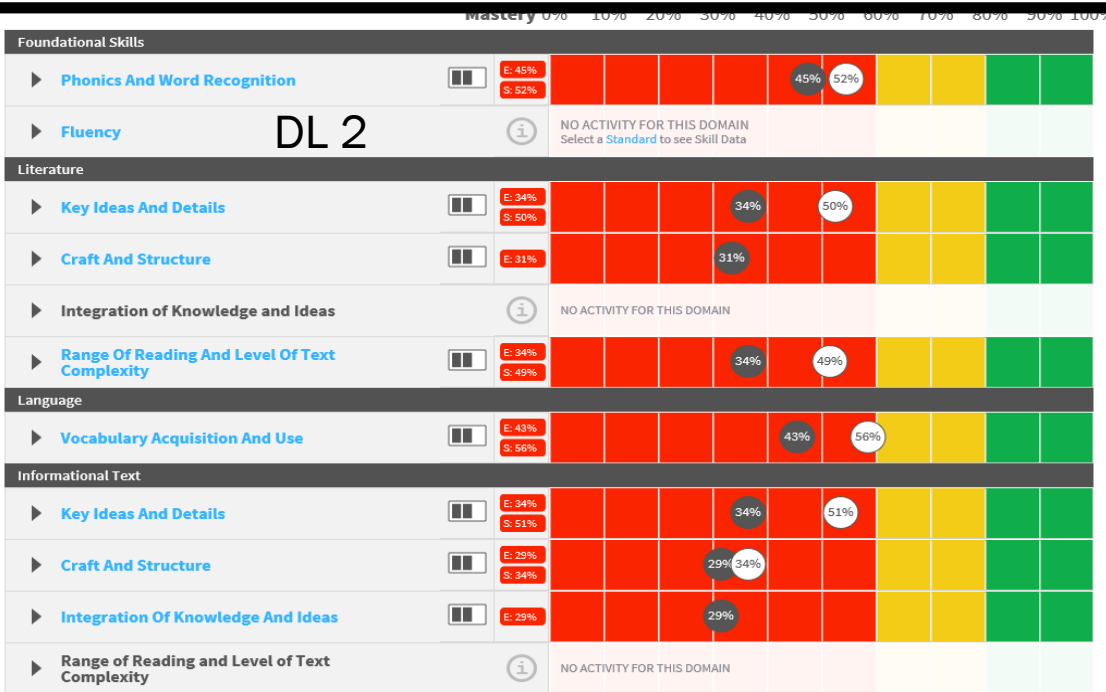
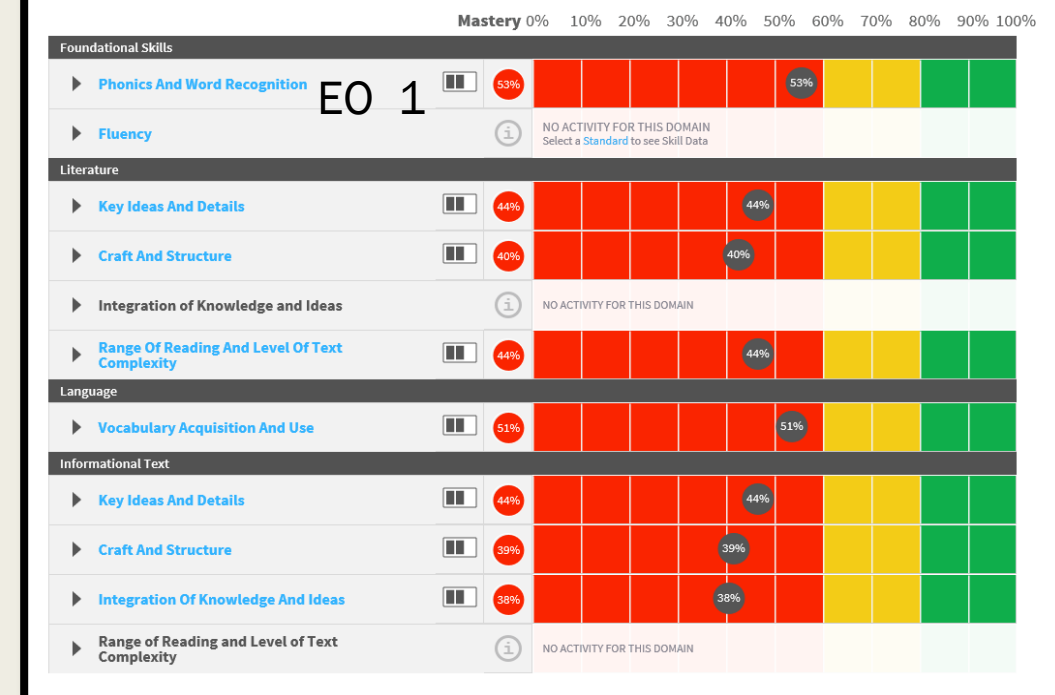
### DLI - 2

Mastery 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

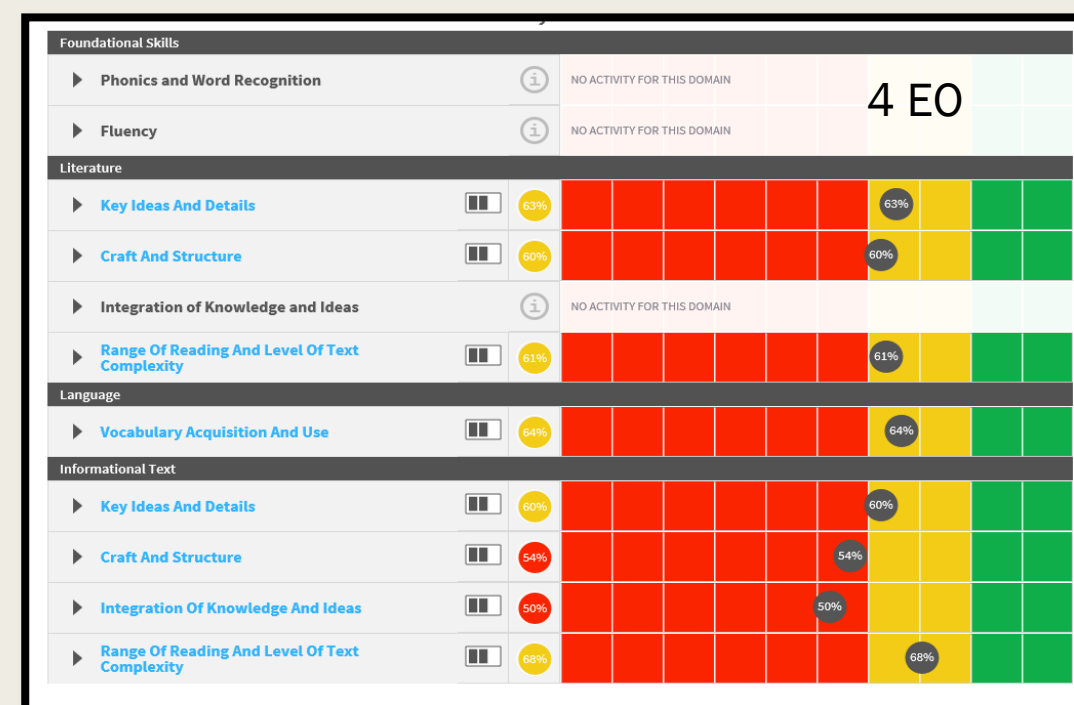
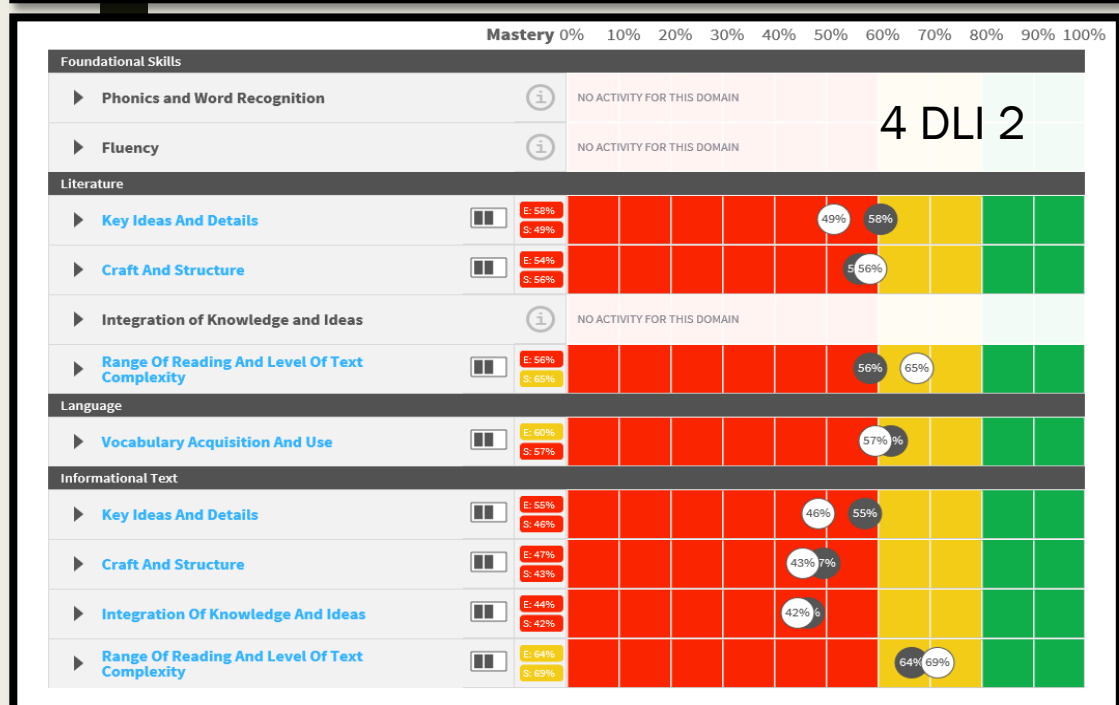
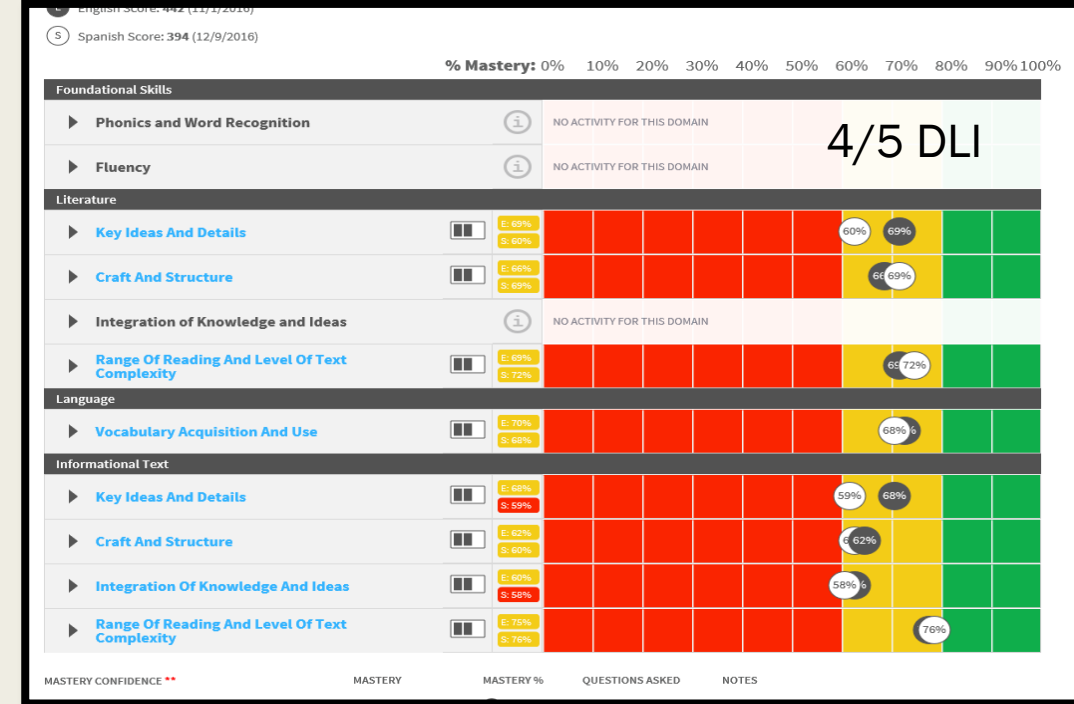
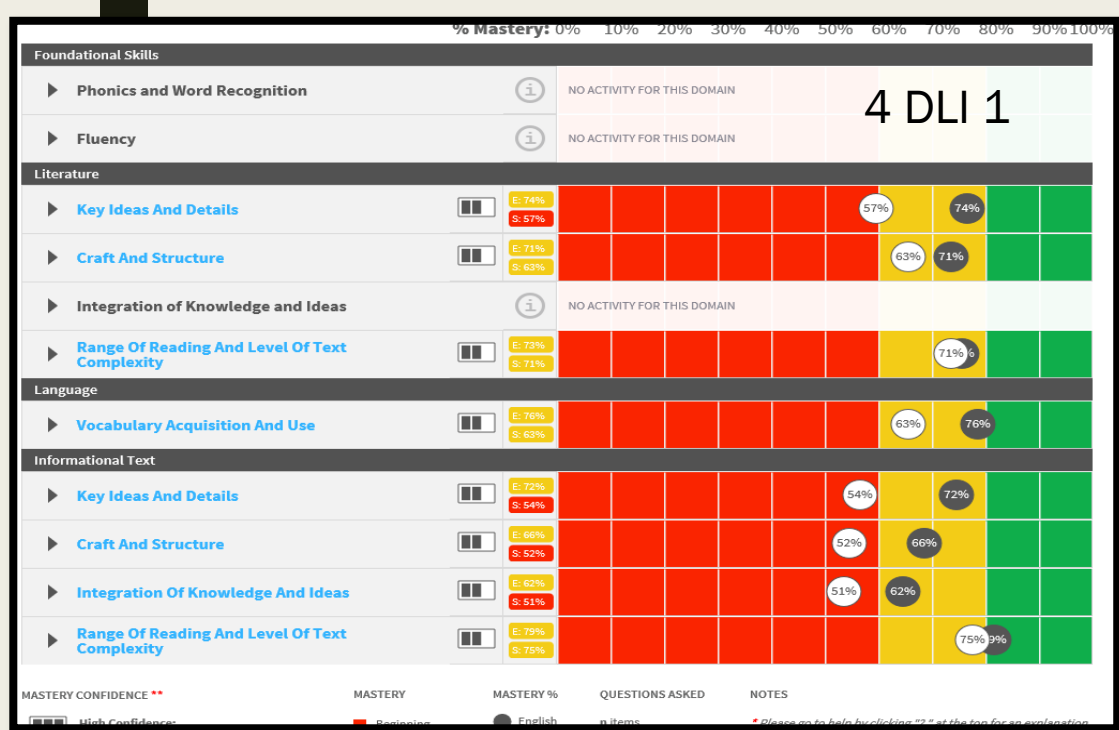




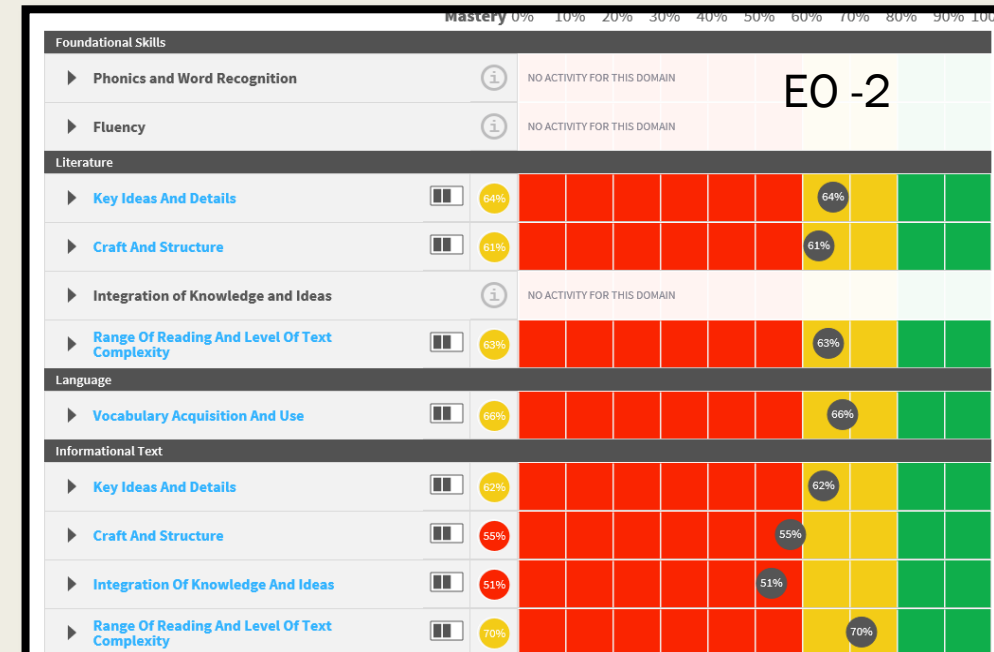
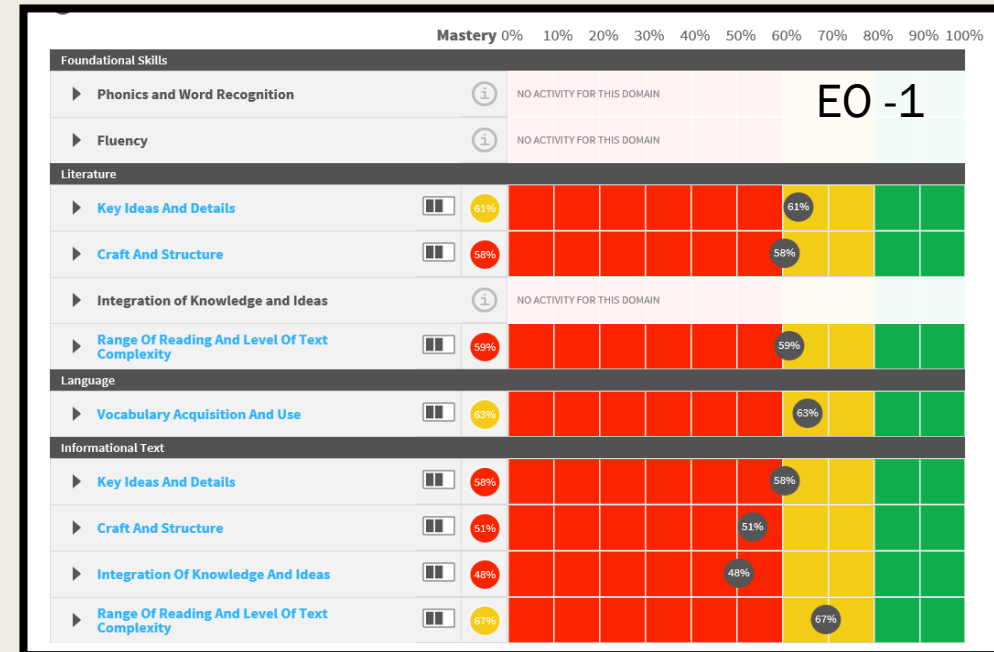
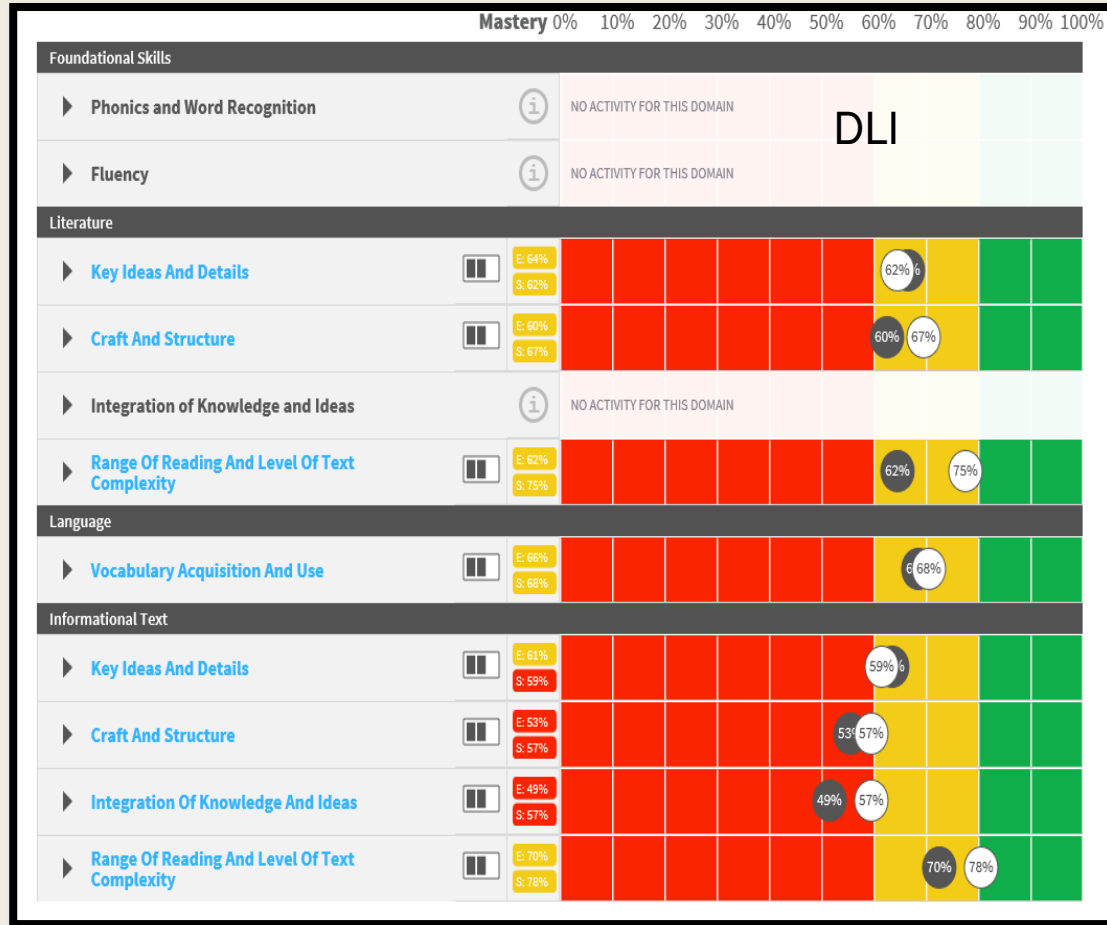
# ELM 3<sup>rd</sup> Grade



# Soria 4<sup>th</sup> Grade

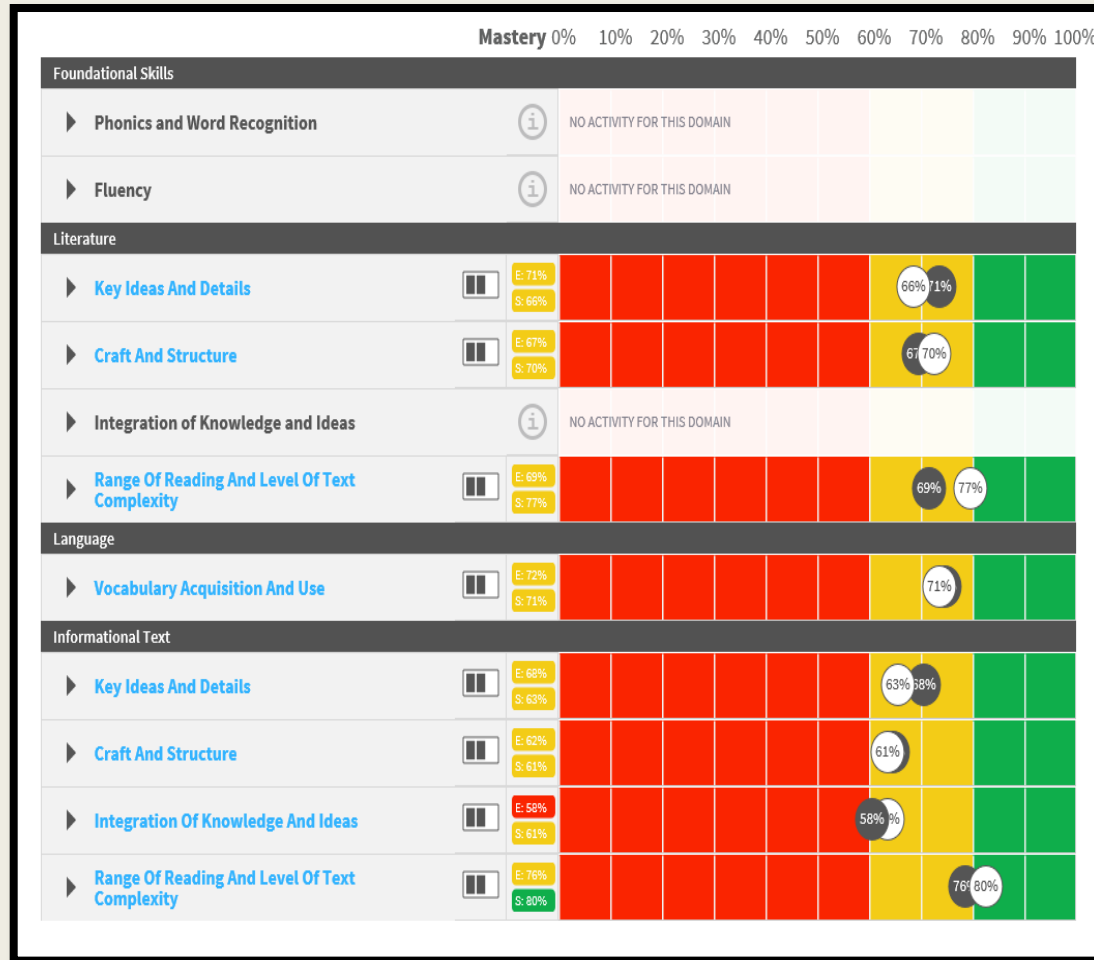


# Current 4<sup>th</sup> Grade

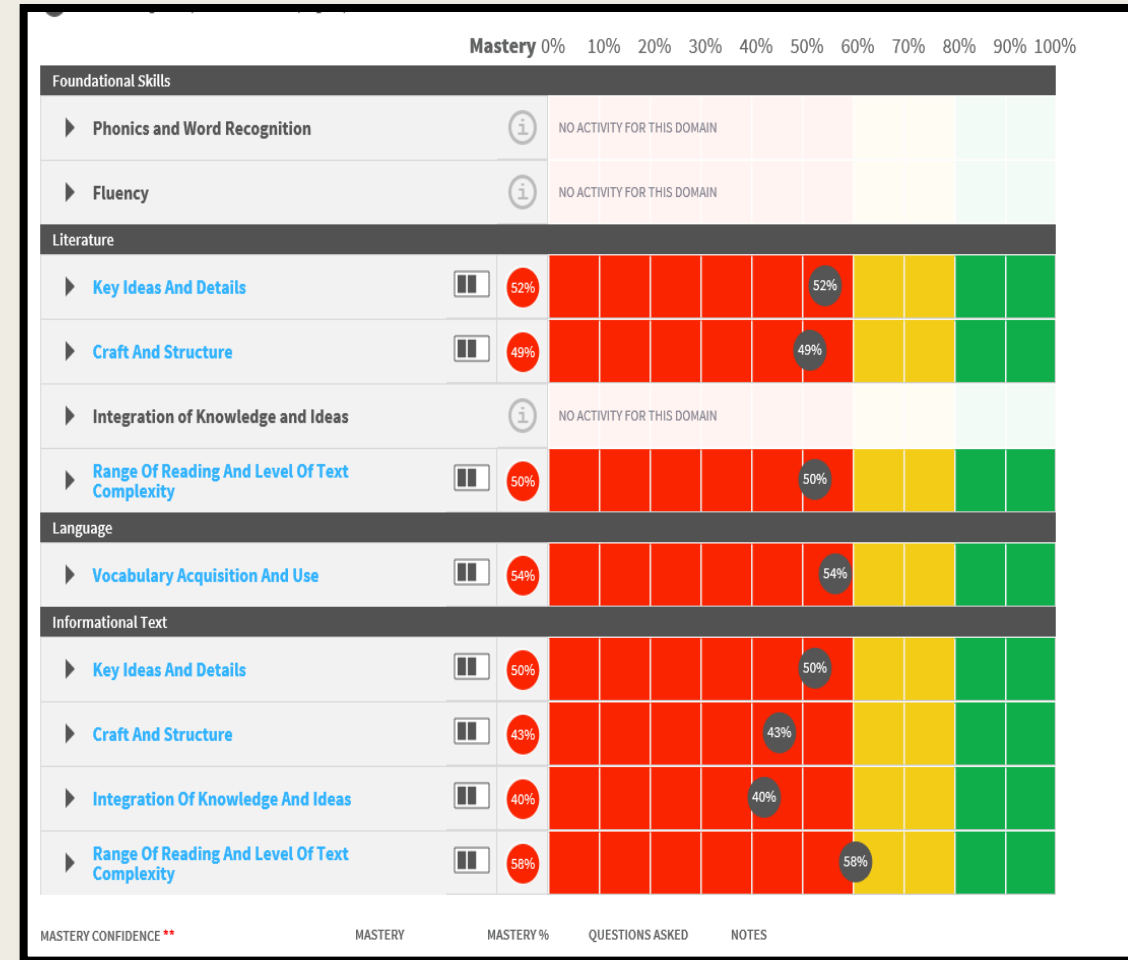


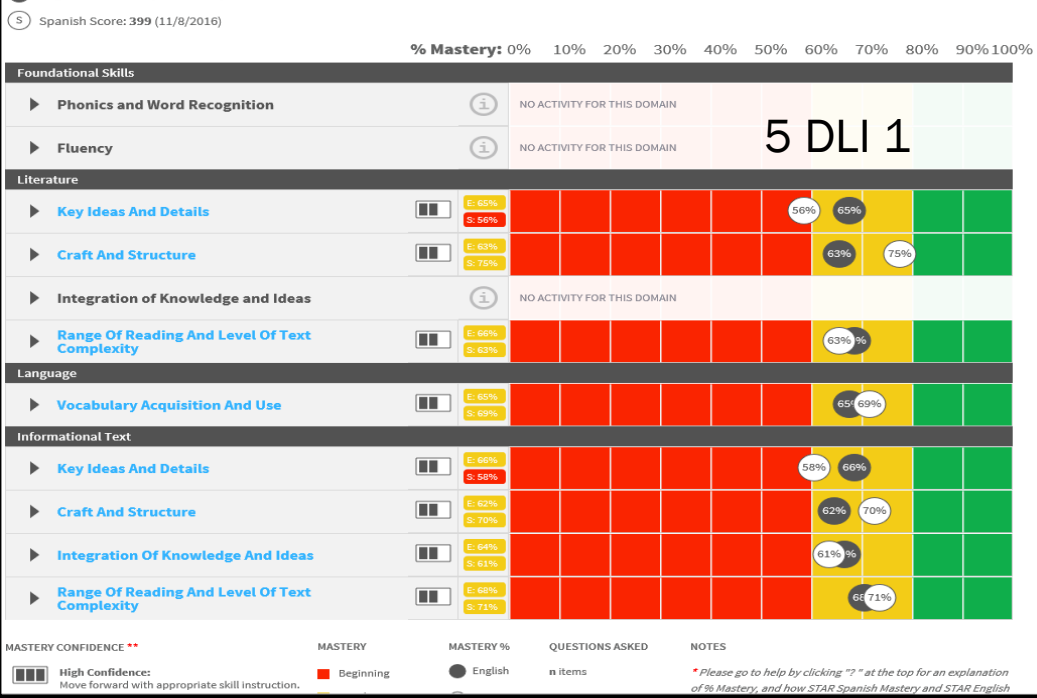
# Elm School 4<sup>th</sup> Grade

## Dual Language

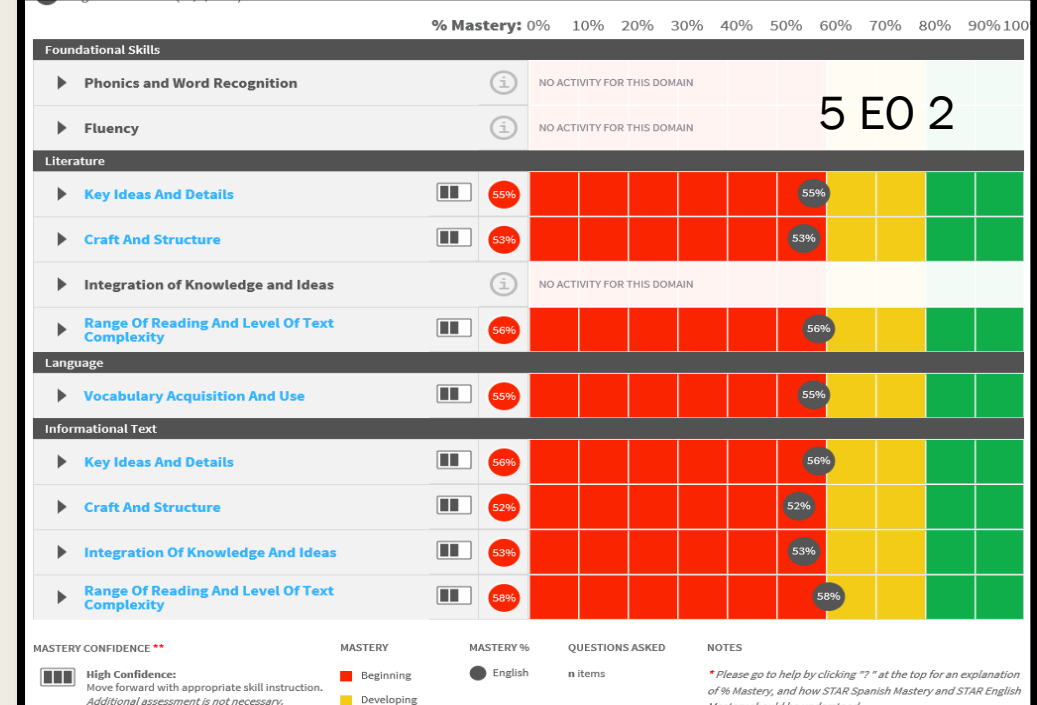
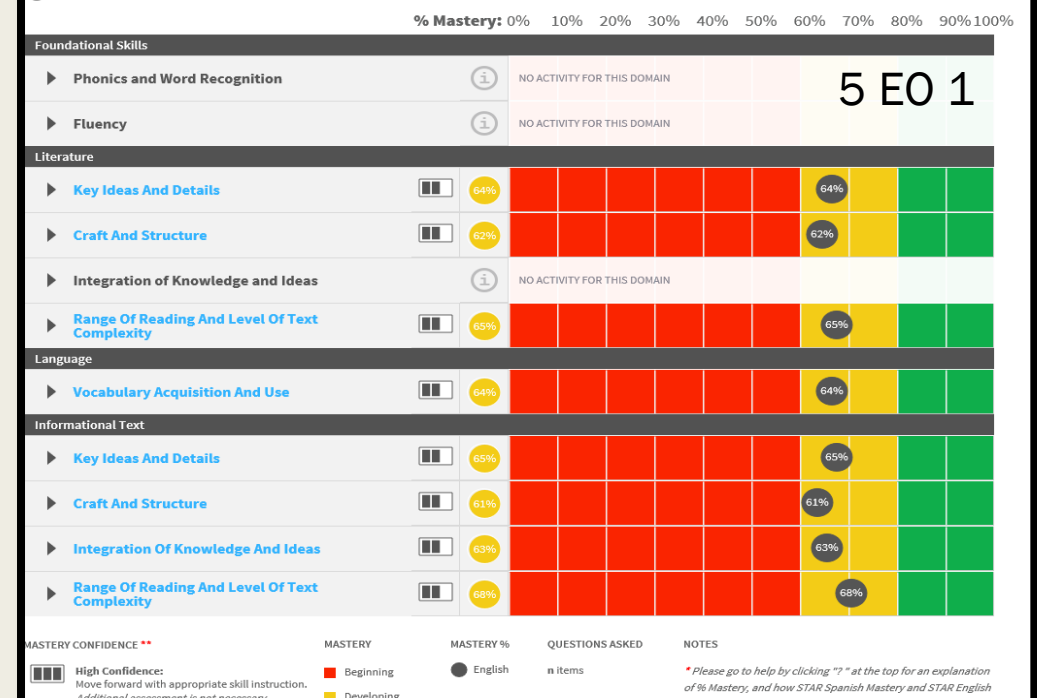
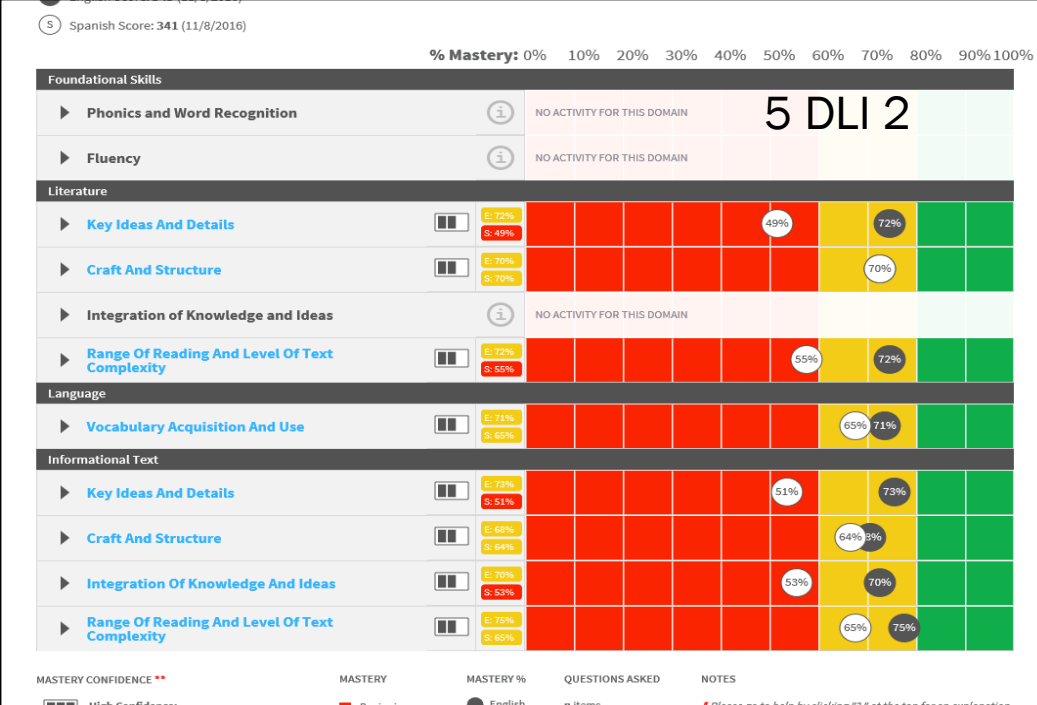


## English Only





Soria  
5<sup>th</sup> Grade



Urgent Intervention Intervention On Watch At/Above Benchmark

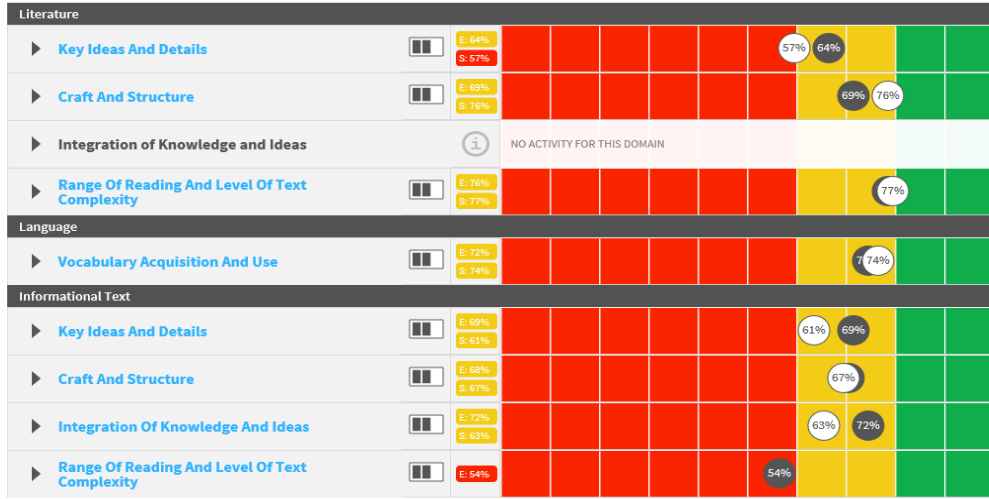
### Domain Mastery Percentage for Grade 6

English Score: 628 (11/8/2016)

Spanish Score: 418 (11/7/2016)

## 6 DLI 1

% Mastery: 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



MASTERY CONFIDENCE \*\* High Confidence: Move forward with appropriate skill instruction. Additional assessment is not necessary.

MASTERY Beginning English n items

MASTERY %

QUESTIONS ASKED n items

NOTES \* Please go to help by clicking "?" at the top for an explanation of % Mastery, and how STAR Spanish Mastery and STAR English Mastery should be understood.

Urgent Intervention Intervention On Watch At/Above Benchmark

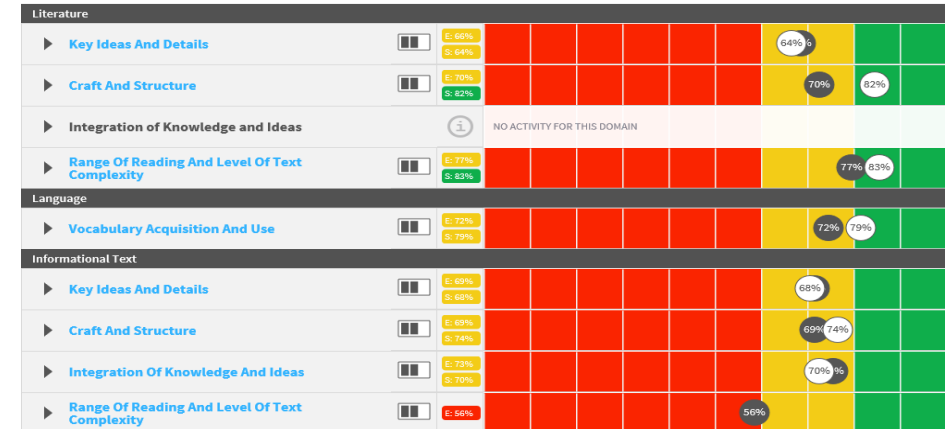
### Domain Mastery Percentage for Grade 6

English Score: 694 (11/7/2016)

Spanish Score: 486 (10/12/2016)

## 6 DLI 2

% Mastery: 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



MASTERY CONFIDENCE \*\* High Confidence: Move forward with appropriate skill instruction. Additional assessment is not necessary.

MASTERY Beginning English n items

MASTERY %

QUESTIONS ASKED n items

NOTES \* Please go to help by clicking "?" at the top for an explanation of % Mastery, and how STAR Spanish Mastery and STAR English Mastery should be understood.

# Soria 6<sup>th</sup> Grade

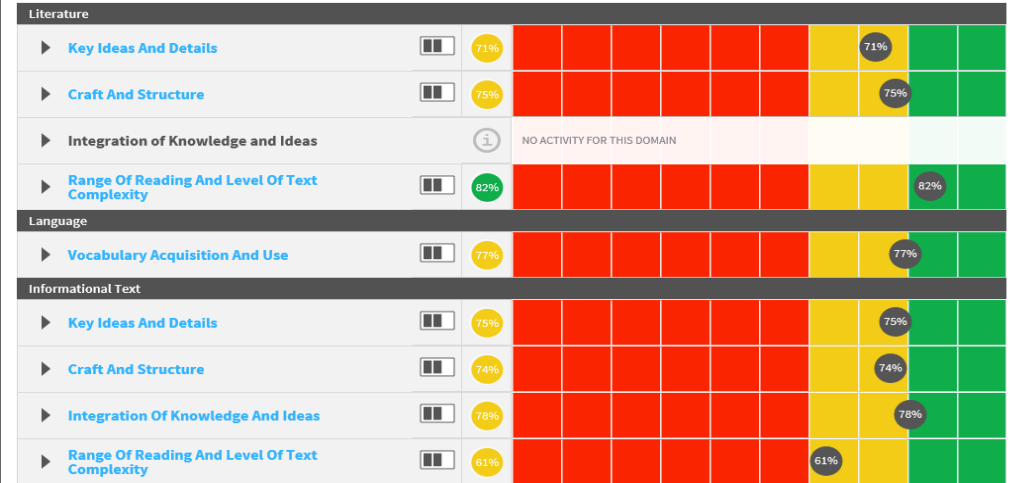
Urgent Intervention Intervention On Watch At/Above Benchmark

### Domain Mastery Percentage for Grade 6

English Score: 610 (12/8/2016)

## 6 EO 1

% Mastery: 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



MASTERY CONFIDENCE \*\* High Confidence: Move forward with appropriate skill instruction. Additional assessment is not necessary.

MASTERY Beginning English n items

MASTERY %

QUESTIONS ASKED n items

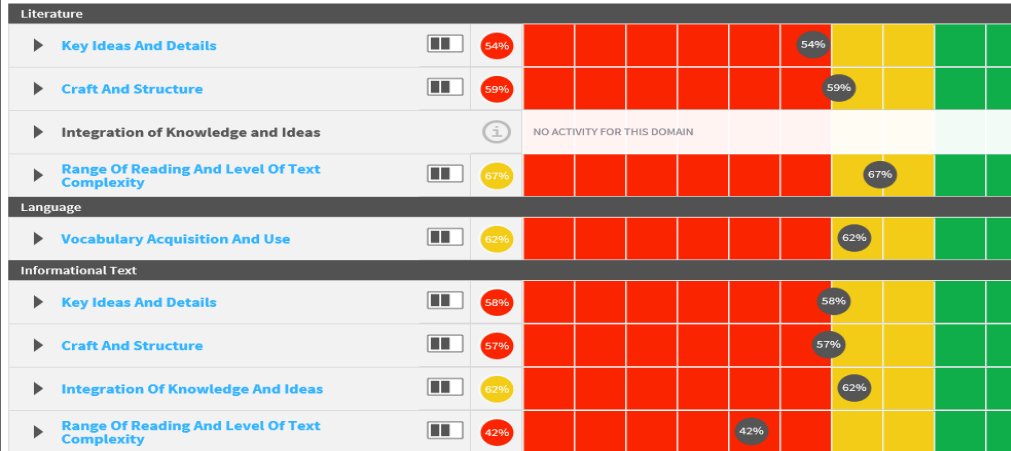
NOTES \* Please go to help by clicking "?" at the top for an explanation of % Mastery, and how STAR Spanish Mastery and STAR English Mastery should be understood.

### Domain Mastery Percentage for Grade 6

English Score: 484 (8/26/2016)

## 6 EO 2

% Mastery: 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



MASTERY CONFIDENCE \*\* High Confidence: Move forward with appropriate skill instruction. Additional assessment is not necessary.

MASTERY Beginning English n items

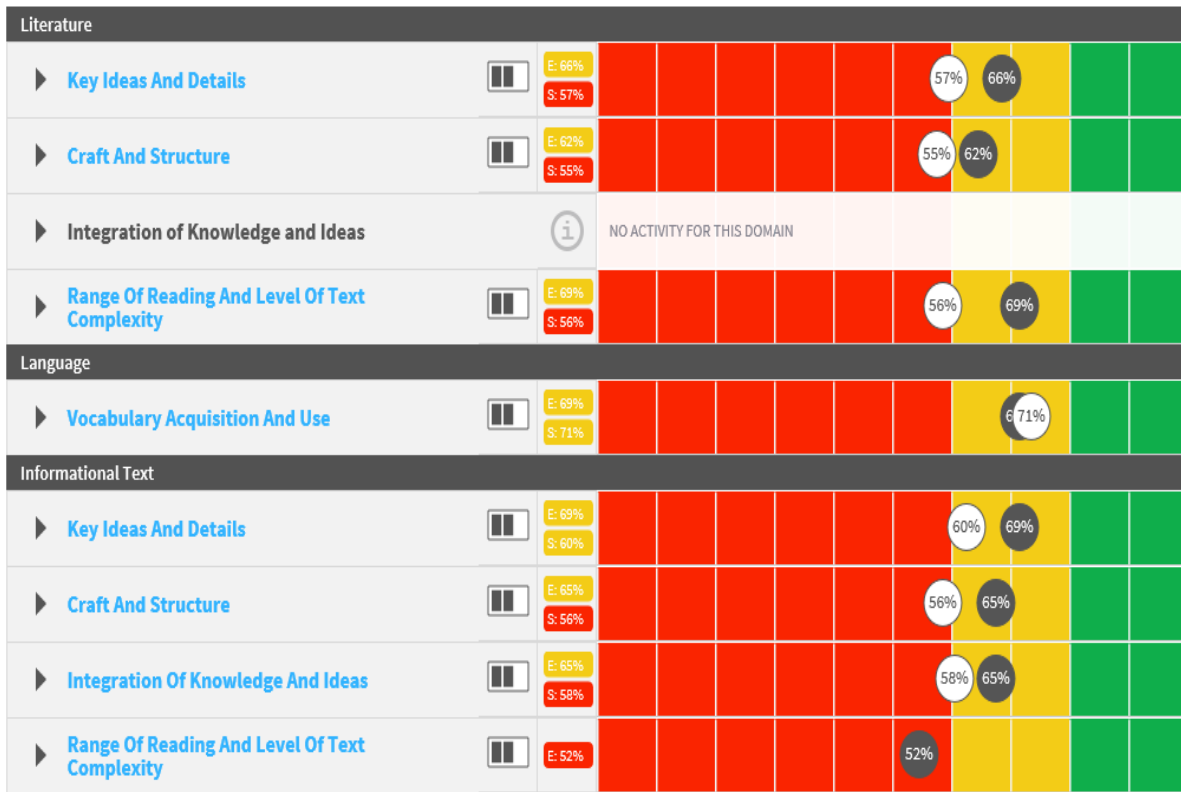
MASTERY %

QUESTIONS ASKED n items

NOTES \* Please go to help by clicking "?" at the top for an explanation of % Mastery, and how STAR Spanish Mastery and STAR English Mastery should be understood.



Mastery 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

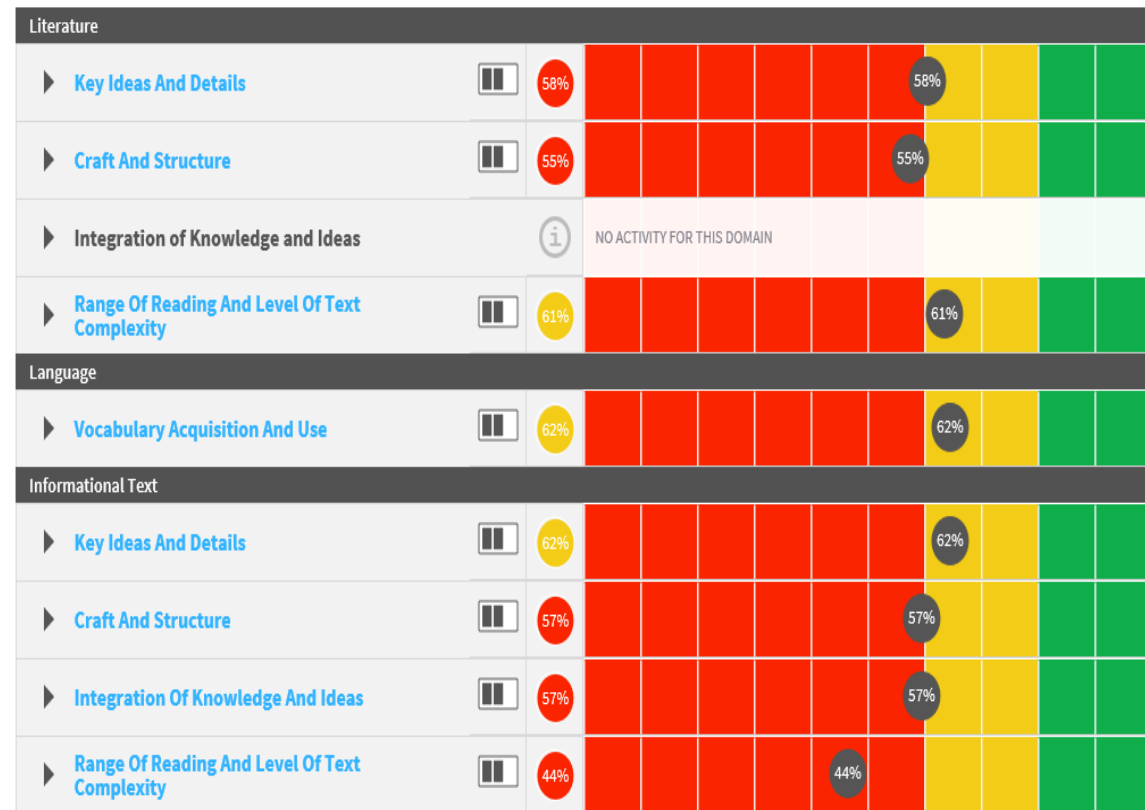


7 DLI

Soria  
7<sup>th</sup> Grade

7 EO

Mastery 0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



# Review the Assessments

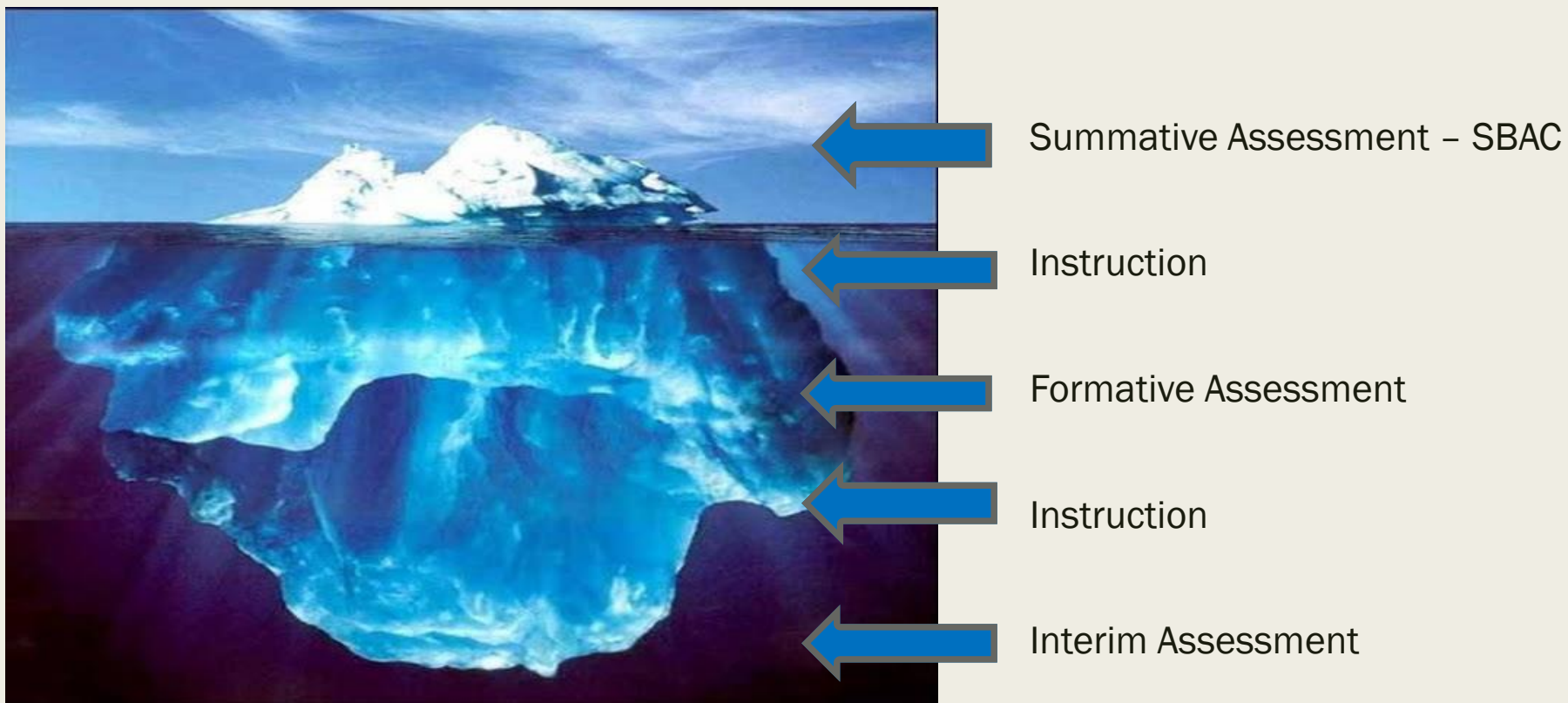
Initial reaction?

Upon further consideration?

Unanswered questions?

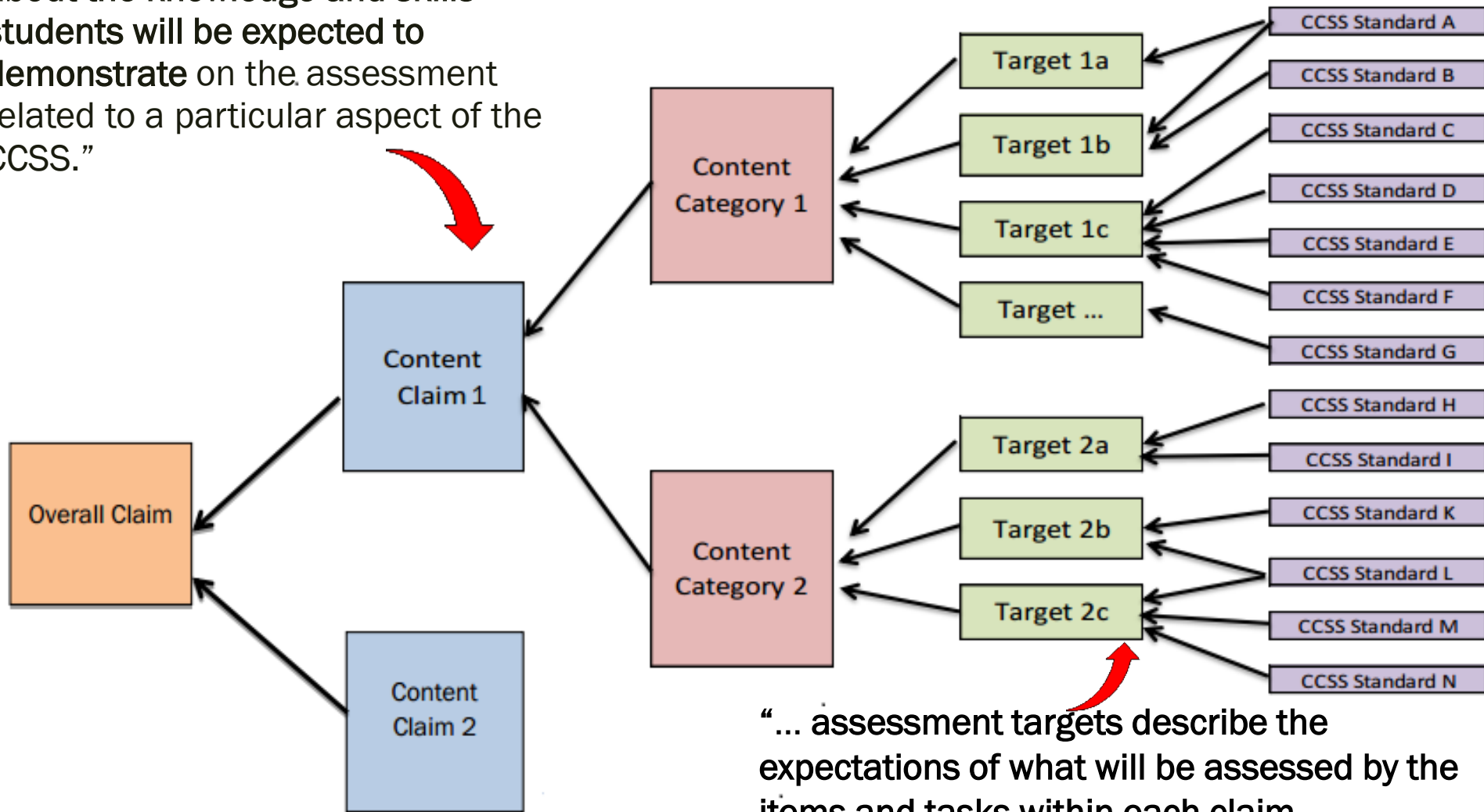
# Statewide summative assessments are like icebergs

## It pays to pay attention



# Making Meaning

“A claim is a **summary statement** about the **knowledge and skills** students will be expected to **demonstrate** on the assessment related to a particular aspect of the CCSS.”



“... assessment targets describe the expectations of what will be assessed by the items and tasks within each claim.”



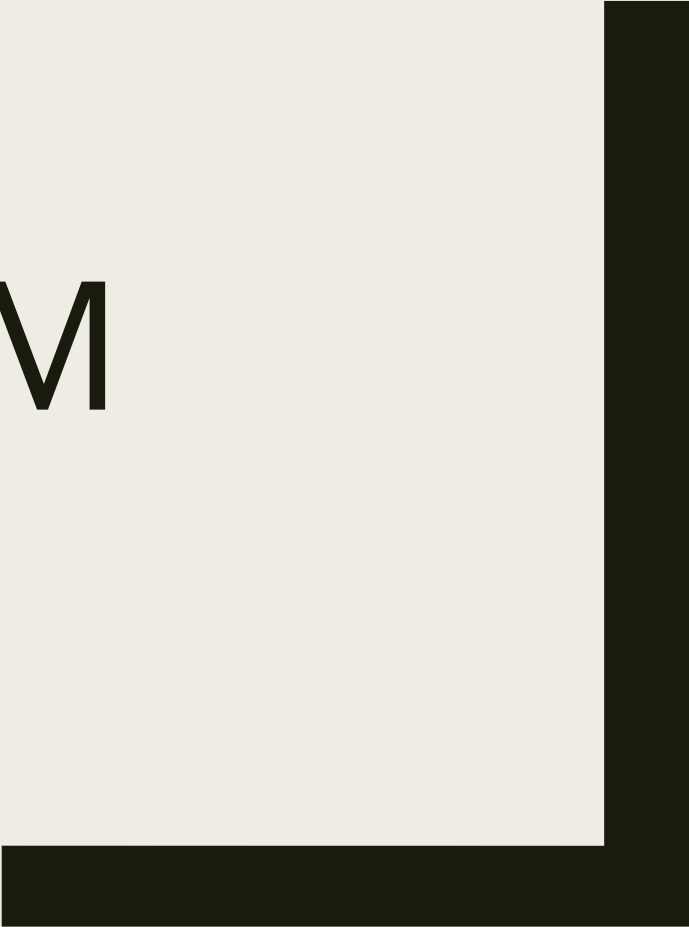
Success doesn't come to you,  
**YOU GO TO IT.**

*Marva Collins*

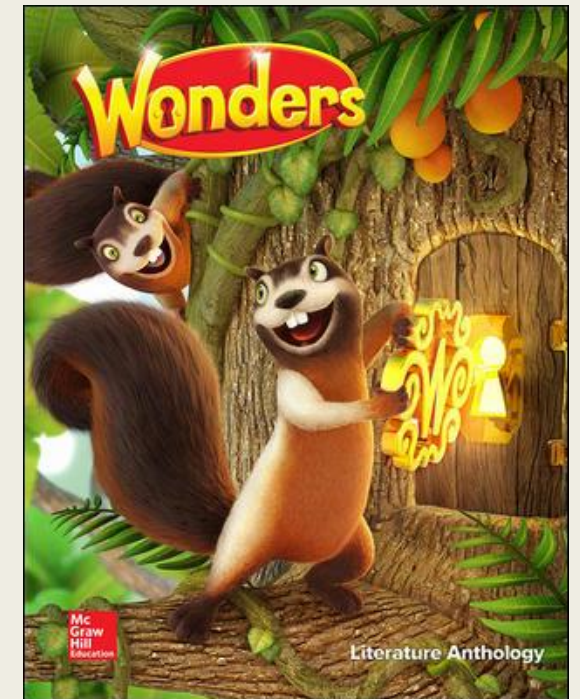
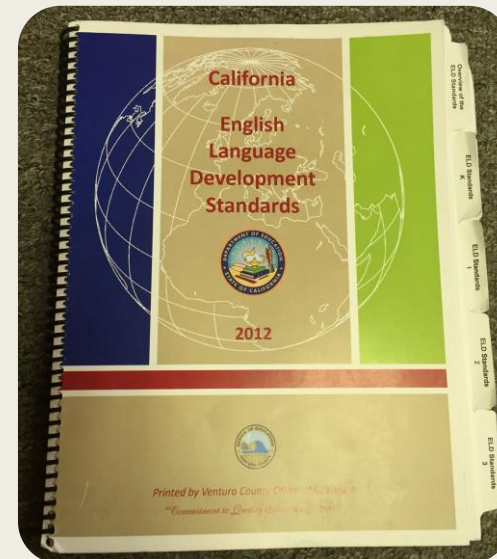
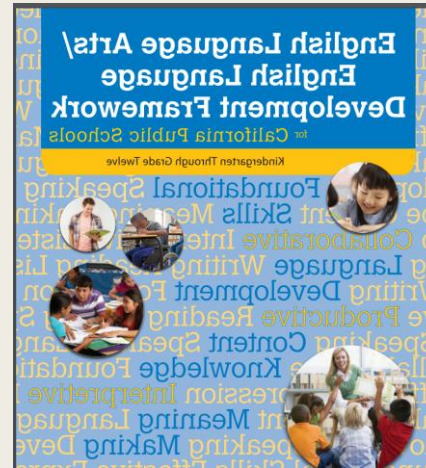


# CURRICULUM

Strand 2



# Guiding Documents





# INSTRUCTION

Strand 3

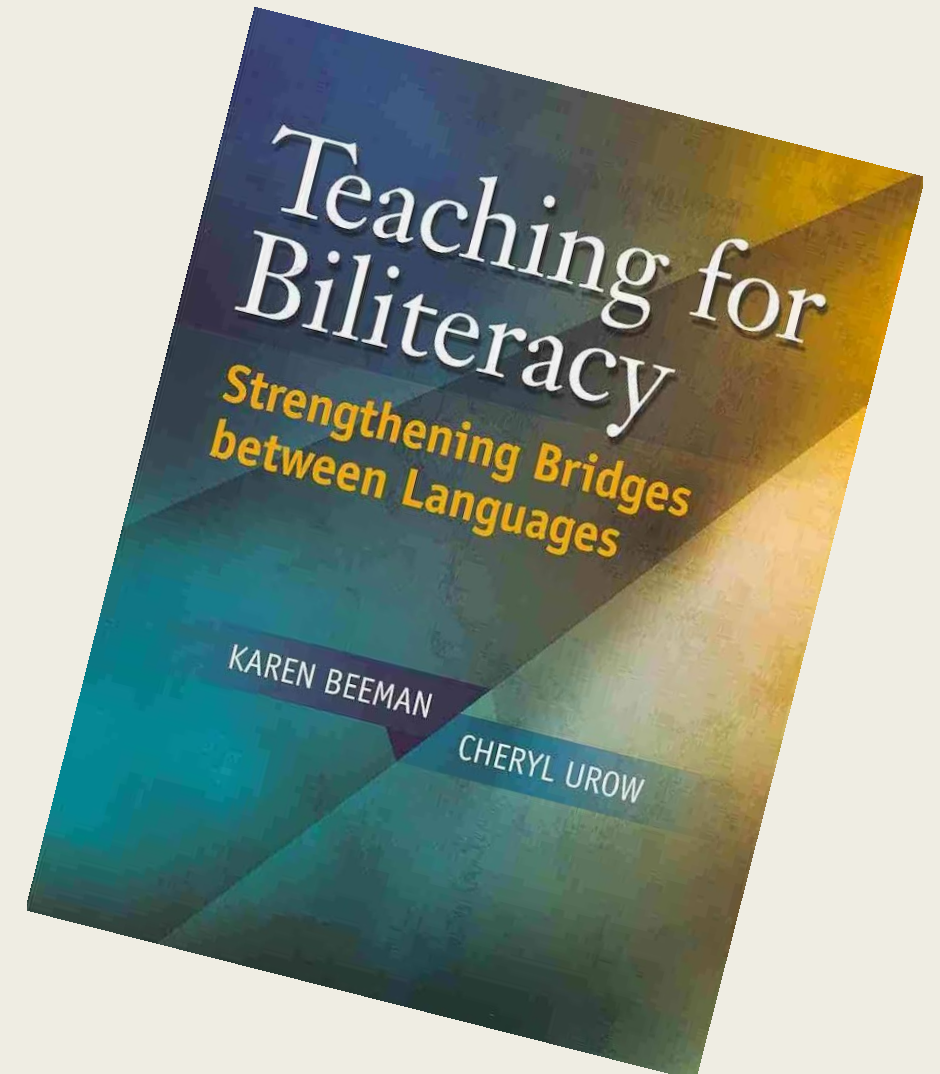




# Book Study

## *Teaching for Biliteracy: Strengthening Bridges between Languages*

by Karen Beeman and Cheryl Urow





# STAFF QUALITY AND PROFESSIONAL DEVELOPMENT

Strand 4



# Implementation Plan

## ■ Dual Language Leadership Meetings

- *Monthly Principal Meetings –on-going since September 2016*
- *Quarterly Meetings with Assistant Principals and TOSAs – on-going since October 2016*
- *Quarterly School Level Meetings – on-going since October 2016*

## ■ On-going Data Analysis

- *STAR 360 Data Review – on-going since November 2016*
- *SBAC and CELDT Data Review – February 2017*

## ■ Professional Development

- *English Foundational Skills Professional Development - Fall 2016*
- *Spanish Literacy Professional Development – Winter 2017*
- *Teaching for Biliteracy Training – Summer and Fall 2017*

**SUCCESS IS JUST  
OUTSIDE OF YOUR  
COMFORT ZONE.**



# A-Year-at-a-Glance

- Complete the Dual Language Handbook
- Clarify all OSD program designs
- Embed the use of Dual Language Guiding Principles to monitor OSD programs
- Establish a district curriculum for the Dual Language programs
- Reinforce the Dual Language assessment plan to monitor teaching and learning
- Book Study: *Teaching for Biliteracy: Strengthening Bridges between Languages*
- Develop a clear understanding of Academic English Language Development
- Define Multi-Cultural component of Dual Language education
- Create a three year plan for professional development
  - *Biliteracy instruction*
  - *Academic ELD*
  - *Multi-cultural education*



# Thank You



Dr. Ana DeGenna  
Director of Dual Language Programs  
Oxnard School District



OSD BOARD AGENDA ITEM

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

**Date of Meeting:** 1/18/17

- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Recognition of Students - Honoring Oxnard School District's Million Word Readers (Freeman/Thomas)**

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Students who have read One Million Words will be recognized by the Board of Trustees. Students will receive a t-shirt that states, "I Read 1,000,000 Words What's your superpower"

**FISCAL IMPACT:** None

**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 I. Freeman**

**Date of Meeting: 1/18/17**

- A. Preliminary   X    
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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Recognition for Driscoll’s and Berry Pack on behalf of Migrant Families (Freeman/Thomas)**

In December, volunteers from Driscoll’s Philanthropy Team conducted their annual basket and blanket giveaway for Migrant Families across the Oxnard School District. They put together baskets of food, a gift card, and blankets that were then distributed to families in need. Teams worked together from the following companies to make this possible: Driscoll’s, Berry Pack and Vallarta Supermarket. We would like to acknowledge the hard work of Moises Hurtado from Driscoll’s and Jose Romero from J & E. They worked closely with the Educational Services Department and it is their perseverance and hard work which makes this event a success each year.

In addition, current district employees Celia Gonzales, Rosaelia Ambriz and retired district employee Clara Ramos spent many volunteer hours assisting with the project.

We appreciate all the volunteers for their dedication and support to the Oxnard community.

**RATIONALE:**

That recognition is given to the donors for their commitment and dedication to our community.

**FISCAL IMPACT:**

- \$13,000 was donated by Driscoll’s
- \$5,000 was donated by Berry Pack for 200 food baskets and 400 blankets.


**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accepts the donations as outlined above.

**ATTACHMENTS:** None



To: Dr. Cesar Morales  
Superintendent

From: Greg Brisbine   
Principal, Fremont Academy

Date: January 4, 2017

Re: Donation by Fremont PTA

In support of our academy focus on environmental science and our school-wide initiative to reduce plastic pollution, the Fremont PTA will generously donate an Elkay Water Hydration Station (Model EZSDWSLK) to Fremont Academy and the Oxnard School District. I respectfully request that the Board of Trustees be notified of Fremont PTA's donation in support of the students at Fremont Academy.

Thank you.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Approval of Agreement #16-197 – Focus on the Masters (Freeman/Ramirez)**

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Focus on the Masters will provide art lessons during school hours to Harrington students in grades 3-5. Focus on the Masters is an appreciation program that documents, preserves, and presents the works, lives, and accomplishments of local artists in Ventura County.

**FISCAL IMPACT:**

Not to exceed \$4,500.00 – General Fund-Targeted

**RECOMMENDATION:**

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-197 with Focus on the Masters.

**ADDITIONAL MATERIAL:**

**Attached:** Agreement #16-197, Focus on the Masters (1 Page)  
Certificate of Insurance (2 Pages)



## A Fine Arts Experience for Youth

·Provided by Focus on the Masters·

### CONTRACT between FOTM and Harrington School, Oxnard School District

<b>Contract Number</b>	LTS263	<b>For</b>	9 residencies-8 lessons each
<b>Date of Contract</b>	January 18, 2017		
<b>School/Institution</b>	Harrington School	<b>Phone #</b>	(805) 385-1542
<b>Billing Address</b>	451 E. Olive Street, Oxnard	CA	93033
<b>Responsible Party</b>	Oxnard School District	<b>Phone #</b>	
<b>Contact Person/Teacher</b>	Luis Ramirez	<b>Phone #</b>	
<b>Number of Students</b>	Up to 40 students per class	<b>Grade</b>	3, 4, 5 – 3 classes each grade
<b>Location of Instruction Session</b>	Harrington School	<b>Room #</b>	TBD
<b>Day of Instruction</b>	TBD	<b>Time</b>	
<b>Instruction Starts</b>	2017	<b>Ends</b>	
<b>LTS Instructor</b>	Aimee French	<b>Phone #</b>	(805)653-2501
<b>LTS Fee</b>	\$500 each	<b>Total due</b>	\$4,500 (\$1,500 per class)

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

**1. DESCRIPTION OF SERVICES:** 9 *Learning To See* (LTS) residencies of one lesson for 8 weeks for each 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> grade class provided by Focus on the Masters' *Learning To See* Youth Outreach Program.

**2. INSTITUTION RESPONSIBILITIES:**

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

**3. LTS INSTRUCTOR RESPONSIBILITIES:**

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

**Please sign and return this contract upon receipt to:**

Aimee French, Education Coordinator · FOTM ·  
505 Poli St. Suite 310, Ventura, California 93001 · Ph: 805/653-2501

**I have read and agree with the above information.**

**Lisa A. Franz, Director, Purchasing**

Name of authorized INSTITUTION representative

Signature

Date

**Aimee French, Education Coordinator**

Name of authorized FOTM representative

Signature

**11/2/2016**

Date

\_\_\_\_ Accounting copy

\_\_\_\_ School copy

\_\_\_\_ File copy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2016

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Charity One Insurance Agency, Inc.
INSURED: Focus On The Masters
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS HEREBY NAMED AS AN ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER CANCELLATION

Oxnard School District
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: Lisa Delgado

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

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.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by 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.



## OXNARD SCHOOL DISTRICT

### Agreement #16-211

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of January, 2017 by and between the Oxnard School District (“District”) and Antonio F. Jimenez Jimenez (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 19, 2017 through June 30, 2017 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Eight Thousand Dollars (\$8,000.00), unless additional compensation is approved in writing by the District.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Dr. Ana DeGenna  
Phone: 805.385.1501, x2301  
Fax: 805.486.7358

To Consultant: Antonio F. Jimenez Jimenez  
676 Doris Avenue  
Oxnard, CA 93030  
Phone: (805) 506.3390  
Email:

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**ANTONIO F. JIMENEZ JIMENEZ:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #16-211

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-211**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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



Not Project Related

Project #16-211

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-211**

**COMPENSATION**

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

Total compensation shall not exceed Eight Thousand Dollars (\$8,000.00), unless additional compensation is approved in writing by the District.

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$8,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #16-211

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-211**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #16-211

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-211

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-211**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing

## **DELIVERABLES:**

5 workshops (from 8am to 3pm) for the Oxnard School District on the following dates:

Jan. 26: Focus on Kinder

Jan. 27: Focus on Kinder

Feb. 2: Focus on 1<sup>st</sup> grade

Feb. 16: Focus on 2<sup>nd</sup> grade

Mar. 2: Focus on 3<sup>rd</sup> grade

Each workshop will have the following structure:

### **PART 1: Foundation (8-9am)**

- Introductions
- Overview of main aspects of first language acquisition, versus second language acquisition, versus bilingual acquisition (mainly focusing on the cognitive processes).
- General aspects of teaching for biliteracy.
  - o Foundations, practices, limitations, and effects of the subtractive (deficit) perspective of bilingual education vs. the additive (enrichment) perspective of bilingual education

### **PART 2: Getting to know the core standards (9-11:30am)**

- Review and comparison of the core standards in English and Spanish
- Quick refresh of some of the grammar points in Spanish for that grade (e.g., *división de sílabas, acentos diacríticos, puntuación, singular/plural, pronombres personales*, etc.)
- Transferable versus non-transferable skills
  - o How can we teach transferable skills? (general ideas, recommendations, etc.)
  - o How can we teach non-transferable skills? (general ideas, recommendations, etc.)

## **LUNCH BREAK**

### **PART 3: Teaching the core standards (12:15-2:45)**

- 12:15-1:15 Break up in groups. Each group is assigned a topic. They discuss and come up with different strategies and techniques to teach that topic.
- 1:15-2:45 Group present their activities. After each presentation, participants from other groups can share their activities and ideas as well.

### **PART 4: Conclusions, final remarks, and evaluations (2:45-3:00)**

## **FEES:**

5 full day workshops: \$1,000 per day = \$5,000

6 preparation days: \$500 per day = \$3,000

TOTAL = \$8,000

# CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)  
12/7/2016

**PRODUCER**

Alliant Insurance Services, Inc.  
100 Pine Street, 11th Floor  
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

**PROGRAM AFFORDING COVERAGE**

A: CSURMA

B:

C:

**NAMED COVERED PARTY**

CSU Channel Islands  
One University Drive  
Camarillo CA 95929-00259

**COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> SIR \$35,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CSURMA-LIAB-1617	7/1/2016	6/30/2017	EACH OCCURRENCE	\$2,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$4,000,000
					PRODUCTS-COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						\$
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	CSURMA-WC-1617	7/1/2016	6/30/2017	<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
	<b>OTHER</b>					
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS**

Note: Workers' Compensation Coverage is provided as evidence only.

Oxnard School District, its officers, agents, directors, employees and volunteers are named as additionally insured as respects the use of school district facilities for the CSUCI Workshops conducted by Antonio Jimenez on 1/26-27/2017, 2/2/2017, 2/16/2017 and 3/2/2017.

Molestation/Abuse Coverage is included in general liability.

**CERTIFICATE HOLDER**

Oxnard School District  
Attn: Risk Management  
1051 South A Street  
Oxnard CA 93030

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Approval of Agreement/MOU #16-212 – Parent Institute for Quality Education (PIQE) (Freeman/Jenks)**

PIQE will provide a nine week parent training course in Spanish for the parents of the children enrolled at McKinna School during the period of January 26, 2017 through March 30, 2017.

**FISCAL IMPACT:**

Not to Exceed \$6,000.00 – General Fund – EL Targeted

**RECOMMENDATION:**

It is the recommendation of the Principal, McKinna School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #16-212 with Parent Institute for Quality Education.

**ADDITIONAL MATERIAL:**

**Attached:** Agreement/MOU #16-212, Parent Institute for Quality Education (3 Pages)  
Certificate of Insurance (2 Pages)



## SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

**To:** Anne Jenks, School Principal  
**From:** Yesenia Soto, Associate Director  
**Date:** October 24, 2016

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

### RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Matching Funds: Every school is matched with a private foundation funds or / CSU funds that helps pay for the program. After matching each school with a foundation the District pays the fee minus the portion paid by the foundation.
- C. Location: McKinna Elementary School
- D. Period of Performance: January 26,2017 to March 30,2017
- E. Compensation:
  1. *The school agrees to pay a flat fee of \$5,750.00 for the implementation of the PIQE program. The flat fee covers the cost of two instructors during a single time frame and material for a maximum of 50 parents. In addition, a fee of \$115.00 will be accrued for each parent graduate (those who attended four or more classes during the 9-week course) exceeding the 50 parent maximum. Initials \_\_\_\_\_*
  2. *Schools interested in opening an additional class in a language other than Spanish will need to meet a 15 parent minimum and will agree to pay \$115.00 per parent graduate. \$1,725.00 Initials N/A*

School funding from: \_\_\_\_\_

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

I accept these services at McKinna Elementary School under the terms and conditions noted.

\_\_\_\_\_  
School Representative  
*Maria Elena Meraz*  
Maria Elena Meraz, Executive Director PIQE

\_\_\_\_\_  
Date  
*10/25/2016*  
Date





## Partnership Agreement

This Partnership Agreement confirms agreement.

**Between:** McKinna Elementary School.

**And:** Parent Institute for Quality Education (PIQE).

PIQE is a 501(c) tax-exempt nonprofit organization whose **Tax ID number is: 33-0259359**. PIQE is dedicated to achieving economic and social equality for all through education. The Parent Institute for Quality Education mission is to provide families with the knowledge and skills to partner with schools and communities to ensure their children achieve their full potential. The Parent Institute offers a nine-week course to parents of low-income, ethnically diverse backgrounds of Elementary, Middle and High School age children. The topics of study are as follows:

### **ELEMENTARY SCHOOL CURRICULUM**

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

### **ELEMENTARY SCHOOL CURRICULUM 2<sup>ND</sup> PHASE**

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

### **MIDDLE SCHOOL CURRICULUM**

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

### **MIDDLE SCHOOL CURRICULUM 2<sup>ND</sup> PHASE**

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

### **HIGH SCHOOL CURRICULUM**

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

### **HIGH SCHOOL CURRICULUM 2<sup>ND</sup> PHASE**

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

*Now Anything is Possible!*

825 Colorado Blvd Suite 228 Los Angeles, CA 90041

Telephone: 323.255.2575 Fax: 323.255.5120

[www.piqe.org](http://www.piqe.org)

Amount to be paid:

A flat fee of \$5,750.00 for the implementation of the PIQE program. The flat fee covers the cost of two instructors during a single time frame and material for a maximum of 50 parents. In addition, a fee of \$115.00 will be accrued for each parent graduate (those who attended four or more classes during the 9-week course) exceeding the 50 parent maximum. **Initials** \_\_\_\_\_

2. Schools interested in opening an additional class in a language other than Spanish will need to meet a 15 parent minimum and will agree to pay \$115.00 per parent graduate. \$1,725.00 **Initials** N/A

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

This agreement shall begin **January 26, 2017** and remain in full force until **March 30, 2017**.  
Either party calling a meeting to redefine or extend the terms may renegotiate the terms of this agreement.

#### SIGNATURES

##### McKinna Elementary School

Name: Lisa A. Franz Title: Director, Purchasing  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

##### Parent Institute for Quality Education

Name: Maria Elena Meraz Title: Executive Director  
Signature: *[Handwritten Signature]* Date: 10-25-2016

*Now Anything is Possible!*

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





# CERTIFICATE OF LIABILITY INSURANCE

PAREN-1 OP ID: AU

DATE (MM/DD/YYYY)  
06/07/2016

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).

<b>PRODUCER</b> Partners of the West Ins Serv RWW Insurance Services, Inc. 9820 Willow Creek Road, #350 San Diego, CA 92131 Ronald W. Wilson	<b>CONTACT NAME:</b> Ronald W. Wilson <b>PHONE (A/C, No, Ext):</b> 858-578-5200 <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C, No):</b> 858-578-5699
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Parent Institute for Quality Education 22 W 35th St National City, CA 91950	<b>INSURER A :</b> Philadelphia Indemnity Ins Co		<b>19879</b>
	<b>INSURER B :</b> Security National Insurance Co		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1485405	06/10/2016	06/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1485405	06/10/2016	06/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB538478	06/10/2016	06/10/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SWC1084093	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PHPK1485405	06/10/2016	06/10/2017	Limit: 1,000,000
A	Abuse			PHPK1485405	06/10/2016	06/10/2017	Limit: 25,000

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

**Proof of insurance****CERTIFICATE HOLDER**

OXNARDS

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

PAREN-1 OP ID: AU

DATE (MM/DD/YYYY)  
08/26/2016

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).

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SWC1119957	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

**Proof of insurance**

**CERTIFICATE HOLDER**

OXNARDS

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# THE ENTERTAINMENT CONTRACTOR

*For The Best In  
Entertainment and Party  
Planning*

## AGREEMENT #16-217

**EVENT DATE:** Saturday, January 28, 2017      **Status:** Contract Out 12/16/16  
**Event Name:** Middle School Enrollment Event      **Order No:** n/a  
**Bill To:** Ms. Debra West      **Event Site:** Frank Middle School  
Magnet Schools Assistance Program/OSD      701 No. Juanita Avenue  
Oxnard, CA 93030      Oxnard, CA 93030  
(805) 385-1536

CLIENT hereby engages THE ENTERTAINMENT CONTRACTOR (hereinafter "E/C" OR "COMPANY") and COMPANY hereby accepts such engagement to provide the services described herein below in connection with the event being conducted by CLIENT as follows:

ENTERTAINMENT     RENTALS/DÉCOR/SNOW     CATERING     FULL PARTY PLANNING

EVENT DATE	SITE CONTACT	NO. CHILDREN	NO. ADULTS
Sat. - 1/28/2017	Debra West	300-500	tbd

Description of Item	Start/End Time	Cost	Qty	Total
10 Tons snow installation and straw bales for an approximately 5'-6'h x 8'w snow hill; Bunny petting zoo w/10-12 bunnies w/trainers; Food & Beverage cart stations w/staff and up to 300 servings each (includes delivery)	Snow done by 9:30am for 10am start & 10am - 2pm (food & beverage service)	\$7,600.00	1	\$7,600.00

**Special Instructions:** Must have easy truck access 9' wide by 13' high clearance and parking for 2 trucks approximately 7 car lengths. Client to be responsible for any liability associated with the snow and meltage of the snow. Client must sign attached liability/release form. E/C and its assigns/ reps are not responsible for adverse weather conditions, such as heat or rain which may affect the quality of the installed snow. **Client to also provide electricity for the food & beverage cart stations on separate circuits.**

### BILLING INSTRUCTIONS

CLIENT agrees to pay for said services of COMPANY described herein the total sum of \$7,600.00 payable as follows:

**TOTAL AMOUNT DUE: \$7,600.00 via FED EX No later than 1/20/17**

If PAYMENT/CONTRACT is not received by the due date, COMPANY reserves the right to cancel above-mentioned services/entertainment. All payments made payable to J. SCHWARTZ. NOTE: If cash, for your safety, be sure to get receipt from performer.

### TERMS AND CONDITIONS

**Contact E/C for overtime rates.** All returned checks are subject to a \$40.00 service fee. CLIENT shall be responsible for said fee as well as full amount of check. **PARKING** for all performers/vendors must be provided and paid for or validated by client. All unpaid balances are subject to a late charge of \$45.00 and a monthly finance charge of 2% of balance owed. Prompt payment will avoid these surcharges.

If event/client requires early set up time, additional fees may apply. I have read the above contract and the Performer's Policies and Procedures printed on the reverse side of this contract (or attached) and agree to the terms and conditions as well as any terms and conditions on any contract addendums, which I may sign. IN WITNESS WHEREOF, the undersigned hereto has/have executed this AGREEMENT under the laws of the City of Los Angeles, State of California as of the date set forth above.

Client: \_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

Date: \_\_\_\_\_

## ADDITIONAL TERMS

1. CLIENT shall be responsible for any and all increased costs to E/C resulting from changes made by CLIENT in the services to be rendered by E/C or items to be provided by E/C after the date of the signing of this agreement.
2. If the CLIENT cancels the services of E/C within thirty (30) days of the scheduled date of the event, CLIENT shall not be entitled to any refund of CLIENT'S deposit, EXCEPT in case of moderate to heavy rain at which time E/C will require 24 hours notice to cancel or reschedule the snow install and 48 hours notice to cancel or reschedule the delivery of the straw. If CLIENT cancels this agreement more than thirty days before the date of the event, CLIENT shall be entitled to a refund of CLIENT'S deposit excepting actual costs incurred by E/C to date of cancellation in preparing for the event or loss of business. Cancellation of this agreement by CLIENT will also result in a loss of service fee and commissions paid to date.
3. In the event E/C should default in its obligations hereunder, or cancel this agreement, CLIENT shall, as its sole remedy, be entitled to immediate refund of the sums paid hereunder, it being understood that in the event of a partial default by E/C, the amount returned will be prorated in accordance with the respective value of the services provided to date.
4. If E/C must institute any legal action to collect any unpaid amounts due under this agreement, E/C shall be entitled to its court costs and reasonable fees.
5. It is the Client's responsibility to remove all valuable and breakable items prior to the set up of the event, as well as for the removal. E/C is not responsible for any damages.
6. Client agrees to indemnify and hold harmless E/C in the event of a dispute of any nature between the Client and services retained by E/C on behalf of the client. If Client is a corporation, the person signing this contract on behalf of such a corporation hereby warrants that he has full authority from such corporation to sign this contract and obligate the corporation. Said person and the corporation shall be jointly and severally liable for all amounts due under this contract.
7. Should this agreement require E/C to provide specified entertainment E/C warrants that it will take all steps necessary to provide said entertainment as specified. If, due to circumstances beyond the control of E/C, said specified entertainment cannot be provided at the event, E/C reserves the right to substitute entertainment of a like quality and quantity, subject to the approval of CLIENT.
8. E/C shall be excused from performing under this agreement due to Acts of God or nature.
9. CLIENT acknowledges that E/C and its agents and representatives have made no other promises or representations to CLIENT as to services to be rendered by E/C or items to be provided by E/C, excepting those contained in this agreement.
10. E/C shall obtain liability insurance certificates naming CLIENT as additional insured if requested. Client shall assume all of the responsibility and liability related to security and maintenance of the premises.
11. CLIENT is responsible for obtaining any and all necessary permits and permit fees if applicable. COMPANY SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR OBTAINING SAID PERMITS.
12. This agreement shall be controlled by the laws of the State of California.
13. In the event that the client independently retains any outside service, AFTER the initial service fee has been paid to E/C consultant, a 20% penalty fee of the total cost of this service will be charged to the client. This applies to full party planning/event coordinating services only.
14. INDEMNIFY. That CLIENT shall hold Company harmless and indemnify Company from any and all claims, demands, actions, preceding attorney's fees and costs, and any liability whatsoever arising from or connected with this contract or the performance of this contract including performance or lack thereof of such independent personnel, and use of, and or return of any and all contracted for materials, labor, services or leased property.
15. COMPANY is not liable for injuries or damage to persons or property caused by fire, lightning, windstorm, rain, cyclone, tornado, hail, explosion, riot, insurrection, vandalism and mischief, sabotage, aircraft or objects falling there from, vehicles running on land or tracks, smoke, earthquake, or volcanic eruptions, flood, nuclear radiation or radioactive contamination, hostile or warlike actions or similar perils including and all acts of God or Nature; nor if in our sole judgment such conditions exist or likely to exist are required to place props and equipment into service. In any such case, the CLIENT's sole remedy shall be relief from the payment of any balance then owed COMPANY for that specific event.
16. If CLIENT is a corporation, the person signing this contract on behalf of such a corporation hereby warrants that he/she has the full authority from such corporation to sign this contract and obligate the corporation. Said person and the corporation shall be jointly and severally liable for all amounts due under this contract.
17. Inspection by Company. Company shall have the right at reasonable intervals during the term of the contract to enter on the premises where any and all leased property is located for the purpose of inspecting same.
18. Warranties. CLIENT acknowledges that the labor, materials, services and/or equipment contracted for herein is of a size, design, capacity and manufacture selected by CLIENT. COMPANY has not made and does not make any representation, warranty or covenant expressed or implied with respect to the condition, quality, suitability or merchantability of the equipment, leased equipment, labor, material, services or finished product. CLIENT agrees that said labor, equipment or services shall be performed on a best efforts basis only.
19. Client is responsible to be sure that the equipment/services ordered can be physically delivered at the scheduled time and location. If the client fails to do this, then client will still be responsible for full payment should equipment arrive and the crew finds out they cannot get the equipment in.
20. Electronic and other malfunctions are totally unpredictable and E/C and its subcontractors, agents, assigns, etc. cannot be held responsible for any such malfunctions or acts of god that might prevent us from providing the contracted equipment and/or services. Should your event be affected by such an incident, E/C reserves the right to substitute an item of equal or lesser value.



THE  
ENTERTAINMENT  
CONTRACTOR

*For The Best In  
Entertainment and Party  
Planning*

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## SNOW WAIVER/RELEASE

The Entertainment Contractor/Snow For Parties and its subcontractors, agents, employees & assigns are to be held harmless from any and all claims arising from maintenance, use and operation of said vehicles, machinery, ice blower included, except in the event of proven negligence on the part of The Entertainment Contractor/Snow For Parties and their subcontractors, agents, employees & assigns. Also, Client agrees to hold harmless The Entertainment Contractor and its subcontractors, agents, employees & assigns from any and all liability arising from use of said vehicles, machinery, and/or the product ice except in the event of their proven negligence. Client to assume all responsibility for the safe use of the snow and releases The Entertainment Contractor/Snow For Parties and its subcontractors, agents, employees & assigns from all liability.

Please note, if Client requests The Entertainment Contractor/Snow For Parties to deliver and pickup bales of straw, then the bales of straw will be delivered when The Entertainment Contractor determines which date and time is best. Bales will only be picked up if they are DRY, INTACT & STILL WRAPPED TIGHT (usually 5-12 days after event date is over). Any loose or wet bales WILL NOT be picked up. Client is responsible for security of bales, until they are picked up. Snow should be shoveled away from the bales after the event is over to facilitate the drying process. In case of rain, Client should cover bales with plastic covering to minimize additional water absorption. CLIENT MUST PROVIDE TRUCK ACCESS ON A FIRM, LEVEL SURFACE.

Read, understood and agreed to this 19th day of January, 2017.

---

Lisa A. Franz, Director, Purchasing





# CERTIFICATE OF LIABILITY INSURANCE

ENTER-1

OP ID: MA

DATE (MM/DD/YYYY)

08/15/2016

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.

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<b>PRODUCER</b> <b>ISU Vansa Insurance Services</b> 12155 Riverside Drive Valley Village, CA 91607 ISU Vansa	<b>CONTACT NAME:</b> Mahsa Zarifyan <b>PHONE (A/C, No, Ext):</b> 818-763-9365 <b>E-MAIL ADDRESS:</b> mahsaz@isuvansa.com	<b>FAX (A/C, No):</b> 818-762-2242
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>J. Schwartz DBA:</b> <b>The Entertainment Contractor &amp; Lucky Entertainment</b> <b>P. O. Box 65151</b> <b>Los Angeles, CA 90065</b>	<b>INSURER A :</b> Evanston Insurance Company	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

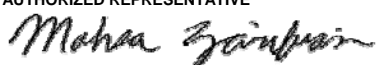
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3EC7699	08/09/2016	08/09/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>Proof of Coverage</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

- 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      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #16-218 – Carl Abajian (Captain Carl’s Mobile Tidepool)  
(Freeman/West)**

---

Carl Abajian will deliver and set-up his marine touch tank and provide 4 hours of hands-on marine science education to students and parents on January 28, 2017 at R.J. Frank Academy of Marine Science & Engineering.

**FISCAL IMPACT:**

Not to exceed \$800.00 – MSAP

**RECOMMENDATION:**

It is recommended by the Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-218 with Carl Abajian.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #16-218, Carl Abajian (1 Page)

**AGREEMENT #16-218 BETWEEN  
CARL ABAJIAN (CAPTAIN CARL'S MOBILE TIDEPOOL)  
AND OXNARD SCHOOL DISTRICT  
FOR HANDS-ON MARINE EDUCATION**

The scope of this document is to define the roles and responsibilities of Carl Abajian and the Oxnard School District (OSD). The purpose of this agreement is to provide hands-on marine education for potential incoming middle school students and their parents during the annual middle school enrollment event.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and Carl Abajian will work together toward delivering an engaging and educational experience for both parents and children at the enrollment event. Both the agency and consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Carl Abajian agrees to:**
  - a. Provide and set-up his touch tank of marine organisms for use during educational talks on January 28, 2017.
  - b. Provide four (4) hours of educational marine science talks directed to both children and their parents regarding the touch tank organisms and the protection of marine environments.
  - c. Total program and set up costs not to exceed \$800.00 for set-up, travel, accommodations and educational hands-on content delivery.
  - d. Carl Abajian will be the individual delivering the marine science talks to the intended audience of parents and children.
  
2. **Oxnard School District, on behalf of the 3 MSAP funded STEAM academies, agrees to:**
  - a. Provide payment in the amount not to exceed \$800.00 for the delivery of the four (4) hour presentation to cover the consultant's travel, accommodations, set-up of touch tank and marine science education talks.
  - b. Provide the site and arrange set-up of the touch tank including supply of electricity, shade to cover the tank and a reasonably level location for the tank.
  - c. Provide access to drop off the tank at the designated location.

Oxnard School District will monitor this agreement to oversee the set-up and talks. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented on January 19, 2017.

**OXNARD SCHOOL DISTRICT:**

**CARL ABAJIAN:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

Carl Abajian/Educational Contractor  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

A. Preliminary \_\_\_\_\_

Study Session: \_\_\_\_\_

B. Hearing: \_\_\_\_\_

C. Consent Agenda \_\_\_\_\_

Agreement Category:

\_\_\_\_ Academic

X Enrichment

\_\_\_\_ Special Education

\_\_\_\_ Support Services

\_\_\_\_ Personnel

\_\_\_\_ Legal

\_\_\_\_ Facilities

D. Action Items \_\_\_\_\_

E. Report/Discussion Items (no action) \_\_\_\_\_

F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #16-224 – Focus on the Masters (Freeman/Serrano)**

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Focus on the Masters “Learning to See” Outreach Program will provide four (4) “Learning to See” (LTS) residencies of one lesson per class for 8 weeks. Each week, students are given a lesson on the work of a local artists followed by a hands-on activity that reflects the style of art produced by the local artist.

**FISCAL IMPACT:**

Not to exceed \$2,000.00 – General Fund – Non-Targeted

**RECOMMENDATION:**

It is the recommendation of the Principal, Sierra Linda School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #16-224 with Focus on the Masters.

**ADDITIONAL MATERIAL:**

**Attached:** Agreement #16-224, Focus on the Masters (1 Page)  
Certificate of Insurance (2 Pages)



**A Fine Arts Experience for Youth**

·Provided by Focus on the Masters·

OSD AGREEMENT #16-224

**CONTRACT between FOTM and Sierra Linda School, Oxnard School District**

<b>Contract Number</b>	LTS261	<b>For</b>	4 residencies -8 lessons each
<b>Date of Contract</b>	December 7, 2016		
<b>School/Institution</b>	Sierra Linda School	<b>Phone #</b>	(805) 385-1581
<b>Billing Address</b>	2201 Jasmine St, Oxnard	CA	93036
<b>Responsible Party</b>		<b>Phone #</b>	
<b>Contact Person/Teacher</b>	Daniel Kubilos	<b>Phone #</b>	
<b>Number of Students</b>	Up to 40 students per class	<b>Grade</b>	5, 4 classes
<b>Location of Instruction Session</b>	Sierra Linda School	<b>Room #</b>	
<b>Day of Instruction</b>	Fridays	<b>Time</b>	
<b>Instruction Starts</b>	January 20, 2017	<b>Ends</b>	March 10, 2017
<b>LTS Instructor</b>	Aimee French	<b>Phone #</b>	(805)653-2501
<b>LTS Fee</b>	\$500 each	<b>Total due</b>	\$2,000

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

**1. DESCRIPTION OF SERVICES:** 4 *Learning To See* (LTS) residencies of one lesson per class for 8 weeks provided by Focus on the Masters' *Learning To See* Outreach Program. For all 4 fifth grade classes.

**2. INSTITUTION RESPONSIBILITIES:**

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

**3. LTS INSTRUCTOR RESPONSIBILITIES:**

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

**Please sign and return this contract upon receipt to:**

Aimee French, Education Coordinator · FOTM ·  
505 Poli St. Suite 310, Ventura, California 93001 · Ph: 805/653-2501

**I have read and agree with the above information.**

Lisa A. Franz, Director, Purchasing

Name of authorized INSTITUTION representative

Signature

Date

Aimee French, Education Coordinator

Name of authorized FOTM representative

Signature

Date

**12/7/16**

\_\_\_\_ Accounting copy

\_\_\_\_ School copy

\_\_\_\_ File copy



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2015

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

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

<b>PRODUCER</b> <b>Charity One Insurance Agency, Inc.</b> <b>680 East Alosta Avenue, Suite 104</b> <b>Azusa, CA 91702</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (626) 815-1550</b>	<b>FAX (A/C, No): (626) 815-1552</b>
	<b>E-MAIL ADDRESS: info@charityoneinsurance.com</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Nonprofits' Insurance Alliance of California</b>		<b>01184</b>
<b>INSURED</b>  <b>Focus On The Masters</b> <b>505 Poli Street</b> <b>Ventura, CA 93001</b>	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			2015-18583-NPO	12/08/2015	12/08/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			2015-18583-NPO	12/08/2015	12/08/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**CERTIFICATE HOLDER IS HEREBY NAMED AS AN ADDITIONAL INSURED WITH RESPECTS TO CLAIMS ARISING OUT OF THE NAMED INSURED'S OPERATIONS.**

### CERTIFICATE HOLDER

### CANCELLATION

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

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Amendment #1 to Agreement #16-86 - Ventura County Office of Education/SELPA (Freeman/Sugden)**

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At the Board meeting of August 24, 2016, the Board of Trustees approved Agreement #16-86 with VCOE, SELPA for OT/COTA services for 68 hours a week for 48 weeks in the amount not to exceed \$228,480.00.

The amount of weekly service hours has been reduced to 44 hours per week, bringing the new total agreement amount to \$161,280.00.

**FISCAL IMPACT:**

Total not to exceed \$161,280.00 – Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Servicers, and the Assistant Superintendent, Educational services that the Board of Trustees approve Amendment #1 to Agreement #16-86 with VCOE for OT/COTA services during the 2016-2017 school year.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1, Ventura County Office of Education (1 Page)  
Agreement #16-86, Ventura County Office of Education (1 page)



VENTURA COUNTY SELPA

**AGREEMENT (Amended)**  
**FOR OCCUPATIONAL THERAPY SERVICES**  
2016-2017

This will serve as evidence of Oxnard [REDACTED] School District commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

**Occupational Therapy (Includes services by Occupational Therapist (OT) –or- Certified Occupational Therapy Assistant (COTA)**

Hours/Days per week: 68 Hours/wk. eff 9/1/16-10/31/16; 44 Hours/wk. eff 11/1/16-7/31/17

Cost per hour: \$70.00 -OTR; \$60.00 –COTA

\$70 x 68 = \$4,760.00 x 8 weeks = \$ 38,080.00

\$70 x 44 = \$3,080.00 x 40 weeks = \$123,200.00

This is an eleven-month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1<sup>st</sup> to June 30<sup>th</sup> only.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties, and will keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

The District will be responsible for costs for OTs and COTAs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.

Acceptable reasons for not providing regularly scheduled direct services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with staff to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the OT or COTA's schedule. SELPA Director will provide supervision to staff.

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Juanita Delgadillo.

This agreement may be modified or voided within 60 days notice to SELPA Director.

**This agreement is in effect from September 1, 2016 thru July 31, 2017.**

District Administrator \_\_\_\_\_

Title Director, Purchasing Date \_\_\_\_\_

SELPA Director  Date 12/13/16

**AGREEMENT**  
**FOR OCCUPATIONAL THERAPY SERVICES**

2016-2017

This will serve as evidence of Oxnard Elementary School District commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

**Occupational Therapy (Includes services by Occupational Therapist (OT) –or- Certified Occupational Therapy Assistant (COTA)**

Hours/Days per week: 68 Hours per week

Cost per hour: \$70.00 -OTR; \$60.00 –COTA

$$\$70 \times 68 = \$4,760.00 \times 48 \text{ weeks} = \$228,480.00$$

This is an eleven-month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1<sup>st</sup> to June 30<sup>th</sup> only.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties, and will keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

The District will be responsible for costs for OTs and COTAs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.

Acceptable reasons for not providing regularly scheduled direct services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with staff to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the OT or COTA's schedule. SELPA Director will provide supervision to staff.

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Juanita Delgadillo.

This agreement may be modified or voided within 60 days notice to SELPA Director.

**This agreement is in effect from September 1, 2016 thru July 31, 2017.**

District Administrator Lisa A. Franz 

Title Director, Purchasing Date 8-25-16

SELPA Director  Date 6/24/16

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

- 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**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #16-198 – Behavior Insights Inc. (Freeman/Sugden)**

Behavior Insights Inc. will provide consultant services to Oxnard School District, Special Education Services, during the 2016-2017 academic school year. Services to include:

- Assist in the overall goal of building in-house capacity within the Oxnard School District in the area of behavior intervention and programming.
- An overall assessment of district needs in the area of applied behavior analysis (ABA) will be done. These services will be used to create an extensive district training protocol that will be used to train existing and new district personnel in the area of Behavior Analysis.
- Consultant will train, support, and expand the current behavior specialist within the Oxnard School District.
- Consultant will assist in any required BCBA (*Board Certified Behavior Analyst*) duties that the district may require, including but not limited to BCBA supervision for Oxnard School District employees who are obtaining board certification.

**FISCAL IMPACT:**

Not to exceed \$15,000.00 - 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 approve Agreement #16-198 with Behavior Insights Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #16-198, Behavior Insights Inc. (13 Pages)  
                         Proposal (1 Page)  
                         Resume (5 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #16-198

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of January, 2017 by and between the Oxnard School District (“District”) and Behavior Insights Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 19, 2017 through June 30, 2017 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Fifteen Thousand Dollars (\$15,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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



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

\_\_\_\_\_ (Initials)

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

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

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

To District:                   Oxnard School District  
                                      1051 South A Street  
                                      Oxnard, California, 93030  
                                      Attention: Amelia Sugden  
                                      Phone: 805.385.1501, x2175  
                                      Fax: 805.487.9648

To Consultant:               Behavior Insights Inc.  
                                      6345 Balboa Blvd., Suite 163  
                                      Encino, CA 91316  
                                      Phone: (805) 506.3390  
                                      Email:

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**BEHAVIOR INSIGHTS INC.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #16-198

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-198**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #16-198

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-198**

**COMPENSATION**

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

Total compensation shall not exceed Fifteen Thousand Dollars (\$15,000.00), unless additional compensation is approved in writing by the District.

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$15,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #16-198

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-198**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #16-198

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-198

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-198**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing



### Consultation Description:

The scope of the consultation services provided will include the overall goal of building in-house capacity within the Oxnard School District in the area of behavior intervention and programming. An overall assessment of district needs in the area of applied behavior analysis (ABA) will be done. These services will be used to create an extensive district training protocol that will be used to train existing and new district personnel in the area of Behavior Analysis. The training protocol will be designed and trained to be implemented to fidelity within the field of ABA. Additionally, consultation services will be used to train, support, and expand the current behavior specialist within OSD. These services will assist in creating legally defensible programs for children with disabilities, which will include curriculum, classroom, and behavior programming. Consultant will assist in any required BCBA duties that the district may require, including but not limited to, BCBA supervision for OSD employees who are obtaining board certification.

### Proposed Contract Agreement:

-\$15,000.00 (January 19, 2017 – June 2017)

- 75 hours total (3 hours of consultation services a week on average)
- Hourly rate \$180

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# TAMMY M. VAN FLEET, PhD., BCBA-D, CBIS

6345 BALBOA BLVD. • SUITE 163 • ENCINO, CA 91316

PHONE 805-506-3390 • E-MAIL TVANFLEET@GMAIL.COM

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## EDUCATION:

### **Doctorate of Philosophy**

The Chicago School of Professional Psychology at Los Angeles

August 2009-February 2013

Los Angeles, CA

Applied Behavior Analysis

Degree conferred May 2013

### **Board Certified Behavior Analyst**

Behavior Analyst Certification Board

Certification #1-11- 8045

January 2013

Tallahassee, FL

### **Certified Brain Injury Specialist**

Academy of Certified Brain Injury Specialist

Certification #13799

April 2014

Vienna, VA

### **Master of Sciences in Special Education**

California Lutheran University

Fall 2001-May 2005

Degree conferred May, 2005

Graduated with Honors

Thousand Oaks, CA

### **Bachelor of Arts**

California Lutheran University

Major: Liberal Studies

Minor: Kinesiology

Graduated with Honors

Thousand Oaks, CA

## PROFESSIONAL EXPERIENCE:

### Current

Behavior Insights, Inc.: Director and Founder, Encino, CA

Behavior Insights, Inc. is an organization that specializes in providing state of the art behavioral services to individuals, parents, and institutions. The foundation for all the services includes research-based techniques that target specific issues for individuals with and without disabilities. Behavior Insights, Inc. offers a variety of services which include, but are not limited to, functional behavior assessment, consultation, training, as well as direct

service to children with behavior challenges. For more information, please visit:  
[www.drtammyvanfleet.com](http://www.drtammyvanfleet.com).

Social Skills Training Academy: Director and Founder, Encino, CA

- Provide social skills group for children between the ages of 3 and 16. Research-based techniques and curriculum is used to help children learn age-appropriate social skills that will enhance their interactions with peers. For more information, please visit:  
[www.socialskillstrainingacademy.com](http://www.socialskillstrainingacademy.com)

### Clinical Experience

- Private Consultant, 2010-Current, Ojai Unified School District, Ojai CA- Train school district employees on the technologies and theory of behavioral intervention. Establish a model preschool classroom. Consult on specific programs for students with behavioral issues. Conduct and present Functional Behavior Assessment per request. Present information to parents on the use of behavioral strategies in school settings.
- Private Consultant, 2013-Current, Rio School District, Oxnard, CA- Train school district employees on the strategies and theory of behavioral intervention. Establish a model preschool classroom. Consult on specific programs for students with behavioral issues. Present information to parents on the use of behavioral intervention in public school settings.
- Private Consultant, 2008-2012, Goleta Unified School District, Goleta CA- Train school district employees on the strategies and theory of behavioral intervention. Establish a model preschool classroom. Consult on specific programs for students with behavioral issues. Present information to parents on the use of behavioral intervention in public school settings.
- TEACH Coordinator, 2010-2011, The Chicago School, CA – Responsible for disseminating the methodology of Applied Behavior Analysis to the general public including but not limited to parents, educators, regional center clients, and professionals within the behavior analytic field.
- Teacher on Special Assignment: Behavior, 2004-2010, Las Virgenes Unified School District- Responsibilities include: training teachers, instructional staff, administrators, speech and language pathologists, occupational therapists, and parents in the psychological and educational discipline of Applied Behavior Analysis (ABA). Supervise and train a team of eight instructional specialists who provide direct behavior services to students in the district. Mentor teachers in the development of comprehensive programs that address all areas of need for students with autism and other developmental disabilities. Specialize in the design and implementation of educational programs that include academics, behavioral control, social skills, successful inclusion strategies, and data collection. Conducted functional assessments and reported results to IEP team. Responsible for the design and execution of additional programs for students with intensive behavioral needs based on the results of functional behavior assessments. Provide training and guidance to parents in the area of ABA in the home and community setting.
- Private Consultant, 2008-2009, Ojai Unified School District, Ojai CA- Train school district employees on the technologies and theory of ABA. Establish a model preschool classroom. Consult on specific programs for students with autism and Asperger's Disorder. Present information to parents on the use of ABA in public school settings.

- Special Education Teacher, 2001-2004, Las Virgenes Unified School District, Calabasas, CA- Design and implementation of specialized educational programs for students grades kindergarten through fifth grade. Serviced students with a variety of disabilities. Established a classroom that encompassed the technologies of ABA. Coordinated and trained a team of instructional assistants. Administered achievement and academic testing.

### **TEACHING EXPERIENCE:**

- Adjunct Professor, Summer 2013, The Chicago School of Professional Psychology, Los Angeles, CA
  - o AB515 Clinical and Diagnostic Skills I
  - o AB516 Clinical and Diagnostic Skills II
- Adjunct Professor, Summer 2011, The Chicago School of Professional Psychology, Los Angeles, CA
  - o AB593: Applied Behavior Analysis: Practicum II
- Adjunct Professor, 2007 to 2012 California Lutheran University, Thousand Oaks, CA
  - o EDSP 547B Curriculum and Instruction in Moderate to Severe Disabilities
- Guest Lecturer, 2007, California Lutheran University, Thousand Oaks, CA
  - o EDSP 542B: Field Study and Seminar- Topic: Autism
- Guest Lecturer, 2007, National University, Camarillo, CA
  - o EXC 630: Assessment in Special Education- Topic: Inclusion for students with Autism
- Guest Lecturer, 2010, 2009, 2008 California State University, Northridge, CA
  - o EPC 651: Seminar in Pupil Personnel Services in Elementary Schools- Topic: Data Collection

### **PROFESSIONAL DEVELOPMENT:**

- Cambridge Center for Behavioral Studies, Member, 2010
- Association for Behavior Analysis, Member, 2009 to 2014
- California Association for Behavior Analysis, Member, 2009 to 2014
- Association for Professional Behavior Analysts, Member, 2009 to 2010
- Issued Clear Credential: Educational Specialist, California Lutheran University 2008
- Model Classroom, Meeting criteria established by Autism Partnership, 2002-2004
- Teacher of the Year, City of Calabasas, 2003
- Issued Preliminary Credential: Educational Specialist, California Lutheran University 2003

### **PROFESSIONAL PRESENTATIONS:**

Van Fleet, T. M. (2016). Prompting: Strategies for Successful Integration. Ojai Unified School District Staff Development Presentation, Ojai, CA

Van Fleet, T. M. (2015). 3-Day Introduction to School-Based Behavioral Intervention. Rio Unified School District, Oxnard, CA.

Van Fleet, T. M., Van Auker, L. (2015). Data Collection Made Easy, Ojai Unified School District, Ojai, CA.

- Van Fleet, T. M., Tarbox, J., & Findel, R. S. (2014) The effects of stimulus presentation and response requirement on skill acquisition demonstrated by typically developing adults: A behavioral evaluation of learning styles. California Association for Behavior Analysis, Burlingame, CA.
- Van Fleet, T. M. (2014). Successful Strategies for Managing Behaviors. Ojai Unified School District, Ojai, CA.
- Van Fleet, T. M. (2013). Inclusion Strategies. Rio Unified School District, Oxnard, CA.
- Van Fleet, T.M. (2013). Introduction to Habit Reversal Training. Camp George, Palos Verdes, CA.
- Van Fleet, T. M. (2012). An Introduction to Applied Behavior Analysis. Ojai Unified School District, Ojai, CA.
- Van Fleet, T. M. (2011). ABCs and Functions of Behavior. Goleta Unified School District, Goleta, CA.
- Van Fleet, T. M. (2011). Data Collection Made Easy. Goleta Unified School District, Goleta, CA.
- Van Fleet, T. M. (2011). Data Collection for Special Education Teachers. Ventura County Education Local Plan Area, Camarillo, CA
- Van Fleet, T. M. (2010, 2009, 2008, 2007, 2006). Why Won't This Kid Behave? Ventura County Education Local Plan Area, Camarillo, CA
- Van Fleet, T. M. and Pellegrino, M. (2011). Parent Training for Supervisors. Creative Solutions for Autism, Costa Mesa, CA.
- Van Fleet, T. M. (2011). Contingency Contracts. Goleta Unified School District, Goleta, CA.
- Van Fleet, T. M. (2011). An Introduction to Applied Behavior Analysis. Goleta Unified School District, Goleta, CA.
- Van Fleet, T. M. (2010). Functional Behavior Assessments. Intercare Therapy, Los Angeles, CA
- Van Fleet, T. M., Willig, V., Rosen, B. (2005, 2006, 2007, 2008, 2009). An Introduction to Autism and Applied Behavior Analysis. Las Virgenes Unified School District, Calabasas, CA.
- Van Fleet, T. M., Willig, V., Rosen, B. (2005, 2006, 2007, 2008, 2009). Hands-On Discrete Trial Teaching. Las Virgenes Unified School District, Calabasas, CA.
- Van Fleet, T. M. (2009). An Introduction to ABA for Parents. Ojai Unified School District, Ojai, CA.
- Taubman, M. T., Schillinger M., Curtis, S., Van Fleet T. M., Willig V., Rosen B., (2008) Data Collection You Can Live With. Association for California School Administrators Conference, Monterey, CA.
- Van Fleet, T. M., Willig, V., (2008). How to Successfully Fade Yourself Out of a Job: A Look at Prompting Strategies. Las Virgenes Unified School District Staff Development Presentation, Calabasas, CA

Taubman, M. T., and Van Fleet T. M. (2007) Inclusion Strategies that Work for Children with Autism. Association for California School Administrators Conference, Monterey, CA.

Van Fleet, T. M. (2006). Token Economies. Las Virgenes Unified School District Staff Development Presentation, Calabasas, CA

Van Fleet, T. M. (2006). Strategies for Successful Integration. Las Virgenes Unified School District Staff Development Presentation, Calabasas, CA

**PROFESSIONAL REFERENCES:**

Jackie Law  
Director, Pupil Services, Ojai Unified School District  
(805) 640-4300 ext. 1016

Emily Mostovoy  
Executive Director, Ventura County Office of Education  
(805) 640-5212

Brandie Rosen  
Program Specialist, Las Virgenes Unified School District  
(818) 878-5240

Jonathan Tarbox, PhD., BCBA-D  
Professor, The Chicago School, Los Angeles  
(818) 481-6127

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Approval of Agreement/MOU #16-204 - Ventura County Office of Education (Freeman/Mitchell)**

This Agreement/MOU authorizes Data Sharing Services between the Ventura County Office of Education and Oxnard School District in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and a fee structure between the Parties.

**Term of the Agreement/MOU: January 19, 2017 through January 18, 2022**

**FISCAL IMPACT:**

Hourly Rates not to exceed \$80.00 - \$150.00 and will be invoiced as needed – Unrestricted General Fund

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Chief Information Officer, that the Board of Trustees approve Agreement/MOU #16-204 with the Ventura County Office of Education.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-204, Ventura County Office of Education (11 Pages)

**MEMORANDUM OF  
UNDERSTANDING**

**Between the  
*OXNARD***

---

***School District***

**and the**

**VENTURA COUNTY OFFICE OF  
EDUCATION**

**Regarding  
DATA SHARING SERVICES**

**(Revised Version by MSW 8/15/2016)**

This **Memorandum of Understanding ("MOU")** is entered into this 19<sup>th</sup> day of January, 2017 by and between the VENTURA COUNTY OFFICE OF EDUCATION ("VCOE"), and Oxnard School District (the "LEA" and collectively, "Parties").

**WHEREAS**, VCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

**WHEREAS**, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

**WHEREAS**, the purpose of this MOU is to set forth the rights and responsibilities of VCOE and LEA with respect to data collected or retained by the LEA and/or by VCOE.

**NOW THEREFORE**, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Scope of Agreement: VCOE shall provide services designed to assist the LEA with certain requirements and mandates for managing or reporting on data collected by the LEA, potentially including the integration of data between disparate systems (collectively, "Data"). LEA may periodically request additional services from VCOE for other uses or analysis of its own data. This MOU shall be supplemented by amendments or other attachments that will reflect specific undertakings or Agreements by the VCOE and the LEA.
2. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the VCOE and the LEA during the term of this Agreement and which are listed in Exhibit "A" hereto. These existing services shall be referred to as "Core Services". If LEA requests any additional services arising from these Core Services from VCOE, the Parties may agree to a fee for the performance of these additional services. If the manner of the agreed upon fee is set as an hourly rate, the hourly rates shall be as set forth in Exhibit "B". The Parties may also agree to a service or product not encompassed by the Core Services. (These services may be referred to as "Separate Services".) In such a case the Agreement shall be attached as an Exhibit to this MOU or other reference this MOU by incorporation.



3. VCOE Responsibilities: VCOE will provide any services it delivers in a timely and professional manner. VCOE will assist with the automation of any processes required for the exchange of Data between the agencies to the extent possible. (VCOE will ensure any systems it develops with such Data to serve the needs of LEA or public agencies will have appropriate levels of security, as further detailed in paragraph 11, below.) VCOE shall help ensure Data available can only be viewed or accessed by Parties legally allowed to do so, and as agreed upon by LEA.
4. LEA Responsibilities: LEA shall provide system linkages or necessary data extracts or permission access from the LEA's student information or other systems in order for the VCOE to provide services on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement. Data extracts will be provided electronically by the LEA to VCOE, and the LEA will be responsible for integrating LEA's Data into VCOE's data repositories as needed to perform the required tasks for itself or LEA.
  - 4.(i) The LEA shall designate those individuals who can: (a) Transmit data to VCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
  - 4.(ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to VCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining the account.
  - 4.(iii) LEA may request VCOE to perform data extracts to populate a third party data system with student or staff data. In such an event VCOE shall make no warranty as to the compliance of that third party system with any or all federal and state privacy statutes, except as otherwise stated in this MOU or Separate Agreement.
5. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the VCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. VCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. VCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and AB 1584, the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, VCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

6. Ownership of Data: VCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. VCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. VCOE shall not be responsible for the type or quality of the data provided by the LEA, and VCOE makes no warranty as to the Data itself. The LEA understands that though VCOE may notify it of issues it discovers with the source data, the LEA is

responsible for any corrections required to its own data or will authorize VCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.

7. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, VCOE shall not use the data supplied to it in an unauthorized manner. Specifically, VCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
8. Administration of Data Systems: If, pursuant to paragraph 2 above, the LEA desires to contract with VCOE for certain administrative services with respect to the LEA's data systems, which may include collection, extraction or backup of data on behalf of the LEA, a list of agreed upon administrative services will be defined in a schedule, in an Exhibit to be attached hereto. Examples of additional services could include annual audit, annual trainings for staff, and assistance in security of the LEA maintained systems. The Exhibit shall also contain any applicable and agreed upon fee.
9. Student and Parent Access to Data: VCOE shall work with the LEA to provide a means by which its employees, when so authorized by the LEA, can search and access Student Data through reasonable procedures such that the LEA can respond to a parent, legal guardian, or eligible student who seeks to review personally identifiable information on the pupil's records to correct erroneous information. The foregoing notwithstanding, VCOE shall cooperate with the LEA to help insure that this record correction will be consistent with District policies regarding record correction.
10. Third Party Vendors: VCOE may have contracts with third parties to help VCOE maintain the VCOE data system ("VCOE Contractors"). VCOE may not distribute Student and/or Staff Data to any VCOE Contractors without the LEA's written consent or as permitted by the Agreement, unless required by law. VCOE shall ensure that approved subcontractors adhere to all of the provisions of this MOU. VCOE will help ensure that any subcontractor or sub-processor that it engages, to process store or access Student Data, has adequate technical security and organizational measure in place to keep Student and/or Staff Data secure and to comply with the terms of this MOU.
11. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. VCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. VCOE shall provide annual security training to those of its employees, who operate or have access to the system. VCOE shall provide the LEA with contact information for the person at VCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable VCOE will require unique account identifiers, user names and passwords that must be entered each time a client or user signs in. A further description of the data security practices and procedures undertaken by VCOE is attached to this MOU as Exhibit "C".
12. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by VCOE or in facilities used by VCOE, VCOE will take the following measures:
  - 12.(i) Promptly notify the LEA of the suspected or actual incident, including the type of data subject to the unauthorized access.
  - 12.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

12.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,

13. Outside Agencies:

13.(i) VCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, VCOE shall provide the LEA with notice of the request and types of information requested. Both VCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. VCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students. Foster Youth data is an example requiring production of, access to, and sharing of data on behalf of the VENTURA County courts and other public agencies to provide intervention services. Education Code sections 49076 and 49076.5, as amended, provide specific legal conditions under which data may be accessed by or shared with public agencies.

13.(ii) VCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

13.(iii) Additionally, the LEA and VCOE may have the periodic needs to share data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with the LEA and VCOE or to perform relevant research studies. VCOE shall notify the LEA in writing of the following: (1) The identity of the researchers or organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.

14. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

15. Indemnification/Liability: VCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. VCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.

16. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

17. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between VCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.

18. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. VCOE certifies that Student Data shall not be retained or available to VCOE upon expiration of the term of this MOU. VCOE shall work with LEA for the orderly transfer and disposition of Student Data. VCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time. VCOE may retain a specific pupil's Data in the event that the pupil chooses to establish or maintain an account with the VCOE for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.
19. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Ventura County Superior Court.

**IN WITNESS WHEREOF**, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Ventura, State of California.

**VENTURA COUNTY OFFICE OF EDUCATION**

**OXNARD SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

Tom Etchart  
Name

Director-Business Services  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Lisa A. Franz  
Name

Director, Purchasing  
Title

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **List of Core Services**

**The following applications have had custom programming completed to enable district data to populate these applications. Not all districts utilize all these applications but where there is a legitimate request we include this as one of our CORE services with the Q/SIS contracts.**

#### **Applications with custom programming**

**Clever  
SchoolMessenger  
BlackboardConnect and ParentLink  
Renaissance Learning  
Naviance  
Canvas  
EADMS  
Illuminate Assessment**

**EXHIBIT B**

**Hourly Rates**

The following tables represent our staff hourly fees should there be charges outside of the scope of our contract.

<b>Position</b>	<b>Remote Support per hour</b>	<b>On-site Support per hour</b>
<b>Operations</b>	<b>\$80.</b>	<b>\$95</b>
<b>Applications Specialist</b>	<b>\$80.</b>	<b>\$95</b>
<b>Systems Admin/Engineering</b>	<b>\$110.</b>	<b>\$125</b>
<b>Network Admin/Engineering</b>	<b>\$110.</b>	<b>\$125</b>
<b>Solutions Design/Consultation</b>	<b>\$135.</b>	<b>\$150</b>
<b>Technology Planning</b>	<b>\$135.</b>	<b>\$150</b>
<b>Emergency/Expedite Rate</b>	<b>X 2.5</b>	
<b>Weekend/off-hour</b>	<b>X 1.5</b>	
<b>Holiday</b>	<b>X 2.0</b>	

## EXHIBIT C

### VCOE Information Security Practices

Introduction: VCOE has established an Information Security (InfoSec) Program based on the industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Business Services, Human Resources, Facilities, and Technology Services, as primary functional units, engaging with legal counsel, security service/solution providers, to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEAs will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of July 2016, the Program has identified the following areas to be part of the continual improvement of the VCOE InfoSec practices.

1. Anti-Virus/Malware Administration and Configuration
  - a. Regularly review and examine the policies and procedures related to anti-virus/malware controls and the configuration of anti-virus/malware software and appliances.
  - b. Continual improvement of Anti-virus/Malware software configuration, operation & security
  - c. Streamline Anti-virus/Malware installations
  - d. Provide Anti-virus/Malware training and awareness
  - e. Practice in depth Anti-virus/Malware defense
2. Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) – Business Continuity Plan is the collection of sets of processes and procedures that are carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the business continuity process, **Disaster Recovery Plan (DRP)**. These are the technical plans that are developed for specific groups within an organization to allow them to recover a particular business application. VCOE addresses these Plans by:
  - a. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
  - b. Secure the Executive Oversight and Support for BCP
  - c. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the Plans.
3. Data Backup and Recovery – Focusing on the following best practice elements: (a) methods for performing backups, (b) procedures for media testing, rotation, replacement and destruction, (c) media inventory and reconciliation, or (d) data retention.
  - a. Documentation, content and sufficiency of data backup & recovery policies and procedures
  - b. Backup & recovery software configuration, operation and security
  - c. On-site and off-site storage of backup & recovery media

- d. Data recovery testing
  - e. Media labeling, rotation, replacement and destruction
  - f. Media inventory and reconciliation
  - g. Data backup & recovery procedures training
  - h. Data backup & recovery items specified by Client Control Considerations
  - i. The Backup policy should include the following best practice elements: (a) methods for performing backups, (b) procedures for media testing, rotation, replacement and destruction, (c) media inventory and reconciliation, or (d) data retention.
4. Firewall Administration and Configuration
- a. Technology Services examined the policies and procedures related to administration of the organization's firewall(s). Technology Services examined configuration files and access control lists for the devices and/or applications and operating systems.
  - b. Documentation, content and sufficiency of firewall policies and procedures
  - c. Logical placement of firewalls.
  - d. Access to management interfaces.
  - e. Rule sets.
  - f. Firewall configuration.
  - g. Backup, recovery and storage of configuration files.
  - h. Firewall event log review and storage.
5. Network and Database Vulnerability Scanning – Perform scheduled simulations of the hackers' attacks on the network and database systems by utilizing the industry's best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.
6. Network Monitoring & Intrusion Detection -
- a. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as
    - i. attempted unauthorized logical and physical access;
    - ii. access trends and deviations from those trends;
    - iii. access to sensitive data and resources;
    - iv. highly-sensitive privileged access, such as the ability to override security controls;
    - v. access modifications made by security personnel; and
    - vi. unsuccessful attempts to logon to a system.
  - b. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
7. Network Topology – continual focusing on the following
- a. Improve documentation, content and sufficiency of policies and procedures relating to network topology
  - b. Regularly review of network topology diagrams
8. Patch Management – is an area of system management that involves acquiring, testing, and installing multiple patches (code changes) to administered computer systems. Patch management tasks include: maintaining current knowledge of available patches, deciding what patches are appropriate for particular systems,



ensuring that patches are installed properly, testing systems after installation, and documenting all associated procedures, such as specific configuration is required.

- a. Review and update patch management software installation, configuration, operation and security
  - b. Patch maintenance
9. Physical Security – To prevent unauthorized personnel from gaining direct access to VCOE facilities that house sensitive information, the following areas are under regular review and improvement process:
- a. Documentation, content and sufficiency of physical security policies and procedures
  - b. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
  - c. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
  - d. Lock and Key control
  - e. Access control including identification systems in use and access points
  - f. Intrusion alarms
  - g. Fire detection, suppression and prevention
  - h. CCTV/digital imaging technologies
  - i. Power system and utility control points
  - j. Document and Refuse Disposal
  - k. Mail Handling
  - l. Hard copy record storage
  - m. Hardware and software management
  - n. Network Operations Center
10. Router Administration and Configuration - continual improvement of the following areas:
- a. Develop clear documentation, content and sufficiency of router policies and procedures
  - b. Streamline Router administration
  - c. Regular review of Router configuration
11. Server (Data Center Systems) Administration and Configuration - continual improvement of the following areas:
- a. Documentation, content and sufficiency of server policies and procedures
  - b. Hardware security
  - c. Operating System installation, configuration and maintenance (patching) specific to each installed operating system
  - d. Service pack and hotfix level
  - e. User Account Policies
  - f. Auditing Policies
  - g. User Rights Assignment
  - h. Security Attributes
  - i. Event Log Settings
  - j. System Service Settings
  - k. Critical File and Folder Permissions
  - l. Remote access

12. Network Switch Administration and Configuration – continual improvement of the following areas:
  - a. Develop clear documentation, content and sufficiency of switch policies and procedures
  - b. Streamline Switch installation, operation and security
  - c. Regular review of switch configuration
  
13. Workstation (PC & Macintosh) Administration and Configuration – continual improvement of the following:
  - a. Documentation, content and sufficiency of workstation policies and procedures
  - b. Hardware security
  - c. Operating System installation, configuration and maintenance (patching) specific to each installed operating system
  - d. Service pack and hotfix level
  - e. User Account Policies
  - f. Auditing Policies
  - g. User Rights Assignment
  - h. Security Attributes
  - i. Event Log Settings
  - j. System Service Settings
  - k. Critical File and Folder Permissions
  - l. Remote access
  
14. Mobile Devices- Regularly examine VCOE’s policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones.
  
15. Application Security Assessment and Mitigation:

The primary objective is to assess how effectively and efficiently VCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in VCOE’s IT systems to accomplish and/or conceal an unauthorized diversion of VCOE’s assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:

  - a. Segregation of duties.
  - b. Documented and applied policies and procedures.
  - c. Acquisition, development and change control practices.
  - d. Database administration practices.
  - e. Production control practices.
  - f. Access and transaction authorizations, and
  - g. Monitoring practices.
  - h. Disaster recovery and incident response.
  
16. Users Awareness Training - Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

VCOE engages with 3<sup>rd</sup>-party independent Information Security Auditor (firm), which perform annual InfoSec audit. The executive summary of auditor reports is available for the LEA who has signed this MOU/agreement.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Approval of Agreement/MOU #16-205 – Hip Hop Mindset (Freeman/Thomas)**

Hip Hop Mindset will provide hip hop dance lessons to students in the Oxnard School District. The program will provide extra enrichment for students after school.

Term of the Agreement/MOU: **January 19, 2017 through June 30, 2017**

**FISCAL IMPACT:**

\$45,000.00 – ASES Grant Funds

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction and Accountability, that the Board of Trustees approve Agreement/MOU #16-205 with Hip Hop Mindset.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #16-205, Hip Hop Mindset (1 Page)

**Agreement/Memorandum of Understanding and Responsibility #16-205  
Between Oxnard School District and  
Hip Hop Mindset**

The scope of this document is to define the roles and responsibilities of Hip Hop Mindset (Consultant) in providing dance classes to students attending schools in Oxnard School District (District). The purpose is to provide enrichment opportunities for the students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility (MOU) agreement that the District and Consultant will work together towards promoting quality enrichment for students. Both the District and Consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

**I. Hip Hop Mindset agrees to:**

**A. Curriculum**

1. Consultant will staff and provide hip hop dance instruction at schools in Oxnard School District.
2. Consultant will have staff sign into the school office as a visitor and check in with the Office Manager.

**B. Fees**

1. Total cost of program will not exceed \$45,000.00 including supplies and materials purchased by Consultant or District.
  - a. Any Supplies or materials purchased by Consultant shall have itemized receipts attached with monthly invoice.
  - b. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2017.
2. Hourly fees will be charged at \$80.00 per hour.

**C. Insurance and Clearance Requirements**

1. Consultant agrees to carry an insurance policy that meets the requirements of the Oxnard School District Risk Management department that covers the dates of service of this agreement.
2. Pass a fingerprint screening as required by the Department of Justice.
3. Have on file with the District valid proof of negative tuberculosis test.

**II. Oxnard School District agrees to:**

- A. Provide training space for the program.
- B. Supply requested materials.
- C. Support Hip Hop Mindset with live scan fingerprinting.
- D. Pay Hip Hop Mindset as outlined above.

William Venegas will monitor this agreement to oversee implementation of project activity in coordination with the manager of special programs. This memorandum of understanding and responsibility agreement shall be effective upon Board approval and signature. The agreement will be in effect from January 19, 2017 through July 31, 2017.

**OXNARD SCHOOL DISTRICT:**

**HIP HOP MINDSET:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

William Venegas  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Approval of Agreement/MOU #16-213 – Foster Youth Services Coordinating Program, Ventura County Office of Education (FYSCP) (Freeman/Ridge)**

The Foster Youth Services Coordinating Program, Ventura County Office of Education (FYSCP), will provide training for the Training Informed Practices for Schools to certified teachers at McKinna School. The FYSCP will reimburse Oxnard School District, upon receipt of an invoice, for the McKinna School certified teachers who participated in the Trauma Informed Practices for Schools (TIPS), and for observing the video, Paper Tigers. FYSCP will also provide follow up visits, resources, and strategies to assist in the implementation of the training. In addition, FYSCP will provide a synopsis of measurable outcomes.

**Term of the Agreement/MOU:      January 19, 2017 through June 30, 2017**

**FISCAL IMPACT:**

None – District to be reimbursed by FYSCP for participation.

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #16-213 with the Foster Youth Services Coordinating Program, Ventura County Office of Education (FYSCP).

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement/MOU #16-213, Foster Youth Services Coordinating Program, Ventura County Office of Education (FYSCP) (2 Pages)

**MEMORANDUM OF UNDERSTANDING #16-213**  
**Between**  
**Foster Youth Services,**  
**Ventura County Office of Education**  
**And**  
**McKinna School,**  
**Oxnard School District**  
**1051 South A Street, Oxnard, California 93030**

This is an agreement to provide assistance in the staff training for Trauma Informed Practices for Schools, here in after referred to as TIPS. This agreement is between the Foster Youth Services Coordinating Program, Ventura County Office of Education, hereinafter referred to as the FYSCP, and Oxnard School District, hereinafter referred to as the District.

The period covered by this agreement shall be from January 19, 2017 to June 30, 2017 inclusive.

The FYSCP agrees to:

1. Provide the TIPS Training for the certificated teachers at McKinna School.
2. Reimburse the District upon receipt of an invoice for payment of the McKinna School certificated teachers who participated in the TIPS Training for approximately 2 hours including an additional 2 hours for observing the video, Paper Tigers.
3. Provide follow-up visits, resources, and strategies to the teachers and staff at the school site to assist in the implementation of the training.
4. Provide a synopsis of any measurable outcomes of the training as indicated by pre and post training data.

The District agrees to:

1. Encourage the certificated teachers at McKinna School to participate in the TIPS Training including the observation of the video, Paper Tigers.
2. Invoice the FYS for the 2 hours of certificated teacher training including an additional 2 hours for observing the video, Paper Tigers.
3. Assist with the collection of relevant, aggregate data that is agreed to by both parties, such as attendance, discipline, school climate, and academic performance.
4. Coordinate with the FYSCP the training dates and follow-up services at the school site.

**TERMINATION:**

Either party, in writing, may terminate this MOU at any time upon 30 days' written notice to the other Party.

**REVISION/AMENDMENT:**

This MOU may be revised and/or amended by mutual agreement of both parties at any time during the duration of the agreement.

**INDEMNIFICATION/HOLD HARMLESS:**

Each party agrees that it will indemnify, hold harmless and defend the other party, its officers, employees, and agents, from all claims, losses and damages, including property damage, personal injury, death, attorney fees and liability of every kind, directly or indirectly arising from the negligent acts or omissions, or willful misconduct, of that party.

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

McKinna School  
Oxnard Elementary School District  
1051 South A Street  
Oxnard, California 93030

Foster Youth Services Coordinating Program  
Ventura County Office of Education  
5189 Verdugo Way  
Camarillo, California 93012

By: \_\_\_\_\_  
Signature Superintendent or Designee

By: \_\_\_\_\_  
Signature Superintendent or Designee

Lisa A. Franz  
Print Name

Dr. Roger Rice  
Print Name

Director, Purchasing  
Print Title

Deputy Superintendent  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Approval of Agreement #16-214 – Professional Tutors of America Inc.  
(Freeman/Thomas)**

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Professional Tutors of America Inc. will provide free One on One tutoring services to Title One eligible students in the Oxnard School District.

**Term of the Agreement/MOU: January 20, 2017 through June 30, 2017**

**FISCAL IMPACT:**

Not to exceed \$900.00 per student – Title 1 - SES Funds  
(\$60.00 per hour for a maximum of 15 hours per student)

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction and Accountability, that the Board of Trustees approve Agreement #16-214 with Professional Tutors of America Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-214, Professional Tutors of America Inc. (15 Pages)  
Certificate of Insurance (4 Pages)



**OXNARD SCHOOL DISTRICT**  
**Tutoring Services – TITLE I 2016-2017**  
**Agreement #16-214**



**PROFESSIONAL TUTORS OF AMERICA INC.**

**and**

**OXNARD SCHOOL DISTRICT (OSD)**

This Contract (“Contract”) is made by and between the Oxnard School District (“District”) and Professional Tutors of America Inc. (“Provider”).

- 1. Purpose.** This Contract is entered into for the purpose of providing free Tutoring Services to eligible District students. “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I.
- 2. Term.** The term of this Contract begins on January 20, 2017 and ends on June 30, 2017 (“Term”).
- 3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need. When Tutoring requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.
- 4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Tutoring to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed must be cleared by the District with an itemized receipt and description of items delivered to the district prior to distribution.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Tutoring, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Tutoring” means tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction for inclusion in the materials to be used by the District to inform parents about Tutoring services available to eligible students. All instruction shall be provided outside the normal school day. Provider’s Tutoring Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving students assigned for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to student. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student’s enrollment, but in no case later than February 28, 2017, unless a different time frame is agreed to by the Provider and the District’s Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before March 10, 2017. **Provider MAY NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the student assignment to complete tutoring. All invoicing must be submitted no later than April 30 or within three months of receiving the student from the district for tutoring.

(v) If tutoring services have not been provided by the due date of the first invoice (March 10, 2017), the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the Tutoring Program Description and the student's SLP. Provider will make no charge of any kind to parents for Tutoring as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**g. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**h. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal within 48 hours.

**i. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**j. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access

to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**k. Equal Distribution of hours per pupil.** Tutoring will be completed within three months of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the three month period (e.g. all tutoring hours should not be completed in one month's time).

**6. Program Description.** Provider will submit a program description and sample curriculum to the district.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and TB clearance for Provider's employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of Tutoring.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide Tutoring. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider's assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of "make-up" services by a qualified service provider.

## **10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its Tutoring services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker’s compensation insurance policies; Tutoring agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, TUTORING to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider’s employees who have access to confidential records. Provider will maintain an access log for each student’s record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student’s record. Such log may not record access to the student’s records by: (i) the student’s parent; (ii) an individual to whom written consent has been executed by the student’s parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, “employees of the District or Provider” do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District’s students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider’s obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District’s eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student’s instructional program and will be invited to participate in the review of each student’s progress. District will have access to observe each District student at work, observe the instructional setting,

interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than June 30, 2017.

**c. Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

**d. Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

**e. Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## **12. Compliance with Laws, Regulations and Policies.**

**a. General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

**b. Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

**c. Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code

Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

**d. Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will provide one on one tutoring for students at a rate of \$60.00 per hour providing a maximum of 15 hours of tutoring.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Tutoring actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

**e. Final Invoice.** Final invoices must be received by District no later than June 30, 2017. All tutoring must be completed by June 30, 2017.

**f. Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Tutoring to District students.

**14. Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of student who have not received service should be provided along with the monthly invoice.**

**15. Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$900.00 per student served. The District shall pay Provider at the maximum rate of \$60.00 per hour for one on one tutoring.

**16. Right to Withhold Payment.**

**a. Basis for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

**b. Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

**17. Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other



explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or \$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by any District school for helping Provider to recruit parents and students to sign-up for Provider's Tutoring.

**18. Recruitment:** The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing Tutoring in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

**20. Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

**21. Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

**22. Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

**23. Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

**24. Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract. Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it [ ] does [ ] does not qualify as a "designated employee".

\_\_\_\_\_ (Initials)

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

## 25. Miscellaneous.

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

For Provider: Robert Gordon  
Professional Tutors of America Inc.  
3350 E. Birch St.

Brea, CA 92821  
Phone: 714-784-3454  
Fax: 714671-1887

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, a description of the Provider's program plan, and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.

**PROFESSIONAL TUTORS OF  
AMERICA INC.:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Signature*

Robert Gordon, Owner  
\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

Lisa A. Franz, Director, Purchasing  
\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in 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 and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

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

A. If any Services are performed by subcontractor, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**CONFLICT OF INTEREST CHECK**

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

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

The services to be performed by Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **PROFESSIONAL TUTORS OF AMERICA INC.**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing

Policy Number: **PHPK1523500**

Automobile Liability

**PROFESSIONAL TUTORS OF AMERICA**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS**

**1051 SOUTH "A" STREET**

**OXNARD, CA 93030**

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

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named  
Insured's sole negligence.
- X  
---- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that  
the named Insured has agreed and/or is required by contract to name as an additional insured, per  
schedule on file with Company.

Additional Premium \$ Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      12/5/2016  
Date  
JoAnne Lindsey

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GLS-210a (4-99)



**This endorsement, effective: 07/31/2016**  
**Forms a part of policy No: PHPK1523500**  
**Issued to: PROFESSIONAL TUTORS OF AMERICA, INC.**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED**

This endorsement modifies insurance provide under the following:

**COMMERICAL GENERAL LIABILITY AND  
PROFESSIONAL LAIBILITY POLICY**

In consideration of an additional premium (included) it is hereby agreed that the following is included as an Additional Insured as respect Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR  
VOLUNTEERS  
1051 SOUTH "A" STREET  
OXNARD, CA 93030**

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct or, or for defect in design furnished by, the Additional Insured.

As respect the coverage afforded the Additional Insured, this insurance is primary and non-contributory and our obligations are not affected by any other insurance carried by such Additional insured whether primary, excess, contingent, or on any other basis.

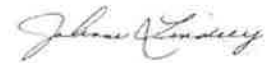
This endorsement does not increase the Company' limits of liability as specified in the Declaration of this policy.

**SEXUAL AND/OR PHYSICAL ABUSE LIMIT INCLUDED**

**\$1,000,000 PER OCCURRENCE, COMBINED SINGLE LIMIT**

**\$2,000,000 AGGREGATE LIMIT**

Additional Premium \$ Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      12/5/2016  
JoAnne Lindsey                      Date

or countersignature (in state where applicable)

All other terms, conditions and exclusions shall remain the same.

90997 (04/06) C12791

Policy Number: **PHPK1523500**

General Liability

**PROFESSIONAL TUTORS OF AMERICA**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS  
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND  
/OR VOLUNTEERS**

**1051 SOUTH "A" STREET**

**OXNARD, CA 93030**

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

Who is insured (Section II) is amended to included as an insured the person or organization shown in the  
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts  
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's  
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in  
the box on the left of the option.

---- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named  
Insured's sole negligence.

X

---- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory.

X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that  
the named Insured has agreed and/or is required by contract to name as an additional insured, per  
schedule on file with Company.

Additional Premium \$ Incl. \_\_\_\_\_.



\_\_\_\_\_  
Authorized Representative      12/5/2016  
JoAnne Lindsey                      Date

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GLS-210a (4-99)

**HARTFORD CASUALTY INSURANCE COMPANY**  
**Workers Compensation and Employers Liability Insurance Policy**

**Waiver of Our Right to Recover from Others Endorsement – California**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor.

**Schedule**

Person or organization

Job Description

Tutoring Agency

**OXNARD SCHOOL DISTRICT ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND /OR VOLUNTEERS**

**1051 SOUTH "A" STREET**

**OXNARD, CA 93030**

**This Endorsement is subject to a minimum premium charge of: \$150.00**

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions, or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: 57WB 9593SN

Issued to: **PROFESSIONAL TUTORS OF AMERICA**

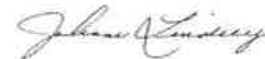
Shall be valid and shall form part of the referenced policy. The effective date of this endorsement is: 07/1/2016

Endorsement No: 01

Date Issued: 07/1/2016

Producer Name: **JoAnne Lindsey**

**Authorized Representative**



Agency Name: **JoAnne Lindsey Insurance Agency**

JoAnne Lindsey

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Approval of Agreement #16-215 – Ventura County Office of Education  
(Freeman/Thomas)**

---

Ventura County Office of Education will provide free small group (10:1) tutoring services to Title One eligible students in the Oxnard School District.

Term of the Agreement/MOU: **January 20, 2017 through June 30, 2017**

**FISCAL IMPACT:**

Not to exceed \$900.00 per student – Title 1 - SES Funds  
(\$36.00 per hour for a maximum of 25 hours per student)

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction and Accountability, that the Board of Trustees approve Agreement #16-215 with Ventura County Office of Education.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-215, Ventura County Office of Education (16 Pages)

**OXNARD SCHOOL DISTRICT**  
**Tutoring Services – TITLE I 2016-2017**  
**Agreement #16-215**



**VENTURA COUNTY OFFICE OF EDUCATION (VCOE)**

**and**

**OXNARD SCHOOL DISTRICT (OSD)**

This Contract (“Contract”) is made by and between the Oxnard School District (“District”) and VCOE (“Provider”).

- 1. Purpose.** This Contract is entered into for the purpose of providing free Tutoring Services to eligible District students. “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I.
- 2. Term.** The term of this Contract begins on January 20, 2017 and ends on June 30, 2017 (“Term”).
- 3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need. When Tutoring requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.
- 4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Tutoring to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed must be cleared by the District with an itemized receipt and description of items delivered to the district prior to distribution.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Tutoring, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Tutoring” means tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction for inclusion in the materials to be used by the District to inform parents about Tutoring services available to eligible students. All instruction shall be provided outside the normal school day. Provider’s Tutoring Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will complete all hours of service within three months of student assignment.

### **b. Timeline for Initiation of Services.**

(i) Within one week of receiving students assigned for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to student. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) Provider will submit the first invoice to the District by or before March 10, 2017. **Provider MAY NOT bill for pretest assessment.**

(iii) Provider will have three months from receipt of the student assignment to complete tutoring. All invoicing must be submitted no later than April 30 or three within three months of receiving the student from the district for tutoring.

(iv) If tutoring services have not been provided by the due date of the first invoice (March 10, 2017) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the Tutoring Program Description. Provider will make no charge of any kind to parents for Tutoring (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Contract). Online companies will outline the provider’s technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider’s

employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**g. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**h. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal within 48 hours.

**i. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**j. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**k. Equal Distribution of hours per pupil.** Tutoring will be completed within three months of the company receiving assignment of student(s). The number of hours provided should be evenly distributed over the three month period (e.g. all tutoring hours should not be completed in one month's time).

**6. Program Description.** Provider will submit a program description and sample curriculum to the district.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and TB clearance for Provider's employees, and

volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of Tutoring.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide Tutoring. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider's assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of "make-up" services by a qualified service provider.

**10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its Tutoring services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, "material records" includes, without limitation: pupil records as defined by California Education Code sections 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker's compensation insurance policies; Tutoring agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, TUTORING to any third party, nor will Provider forward



any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider's employees who have access to confidential records. Provider will maintain an access log for each student's record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student's record. Such log may not record access to the student's records by: (i) the student's parent; (ii) an individual to whom written consent has been executed by the student's parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the District or Provider" do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District's students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider's obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District's eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student's instructional program and will be invited to participate in the review of each student's progress. District will have access to observe each District student at work, observe the instructional setting, interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than June 30, 2017.

**c. Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

**d. Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

e. **Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

**12. Compliance with Laws, Regulations and Policies.**

a. **General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

b. **Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

c. **Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

d. **Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

a. **Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

b. **Hourly Rate.** Provider will provide small group tutoring, not to exceed a 1:10 ratio at a rate of \$36 per hour providing a maximum of 25 hours of tutoring.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** All required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in **Exhibit C**. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Tutoring actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

**e. Final Invoice.** Final invoices must be received by District no later than June 30, 2017. All tutoring must be completed by June 30, 2017.

**f. Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Tutoring to District students.

**14. Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of student who have not received service should be provided along with the monthly invoice.**

**15. Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$900.00 per student served. The District shall pay Provider at a rate of \$36.00 per hour for small group tutoring with a teacher student ratio not to exceed 1:10.

**16. Right to Withhold Payment.**

**a. Basis for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

**b. Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

**17. Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets, etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or \$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by any District school for helping Provider to recruit parents and students to sign-up for Provider's Tutoring.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing Tutoring in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

**b. For Cause.**

**(i)** The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

**(ii)** If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

**(iii)** If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

**(iv)** Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

**20. Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

**21. Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

**22. Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

**23. Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

**24. Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract. Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it [ ] does [ ] does not qualify as a "designated employee".

\_\_\_\_\_ (Initials)

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District.

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

For Provider: Tom Etchart, Director of Business Services  
Ventura County Office of Education  
Ventura County Office of Education  
5100 Adolfo Road Camarillo, CA 93012  
(805) 437-1376 Fax (805) 389-4316

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to

submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including a description of the Provider’s program plan, and the Educational Services Department’s policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider’s consent to conform to federal and state laws and regulations.

**VENTURA COUNTY OFFICE OF  
EDUCATION:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Signature*

Tom Etchart, Director of Business Services  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Date*



## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in 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 and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

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

A. If any Services are performed by subcontractor, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**CONFLICT OF INTEREST CHECK**

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

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

The services to be performed by Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **VENTURA COUNTY OFFICE OF EDUCATION**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Approval of Agreement #16-216 – Tutorific (Freeman/Thomas)**

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Tutorific will provide free One on One or small group (6:1) tutoring services to Title One eligible students in the Oxnard School District.

**Term of the Agreement/MOU: January 20, 2017 through June 30, 2017**

**FISCAL IMPACT:**

Not to exceed \$900.00 per student – Title 1 - SES Funds  
(\$60.00 per hour for a maximum of 15 hours per student OR \$36.00 per hour for a maximum of 25 hours per student)

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction and Accountability, that the Board of Trustees approve Agreement #16-216 with Tutorific.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-216, Tutorific (16 Pages)  
Certificate of Insurance (2 Pages)

**OXNARD SCHOOL DISTRICT**  
**Tutoring Services – TITLE I 2016-2017**  
**Agreement #16-216**



**TUTORIFIC**

**and**

**OXNARD SCHOOL DISTRICT (OSD)**

This Contract (“Contract”) is made by and between the Oxnard School District (“District”) and Tutorific (“Provider”).

- 1. Purpose.** This Contract is entered into for the purpose of providing free Tutoring Services to eligible District students. “Eligible students” are those students identified by the District who meet specific income and achievement requirements under Title I.
- 2. Term.** The term of this Contract begins on January 20, 2017 and ends on June 30, 2017 (“Term”).
- 3. Assignment of Students.** Students will be assigned in accordance with student eligibility, based on academic need. When Tutoring requests for services exceed the funding allocation, students will be assigned in accordance with student eligibility and priority as established by Oxnard School District. A waiting list will be maintained.
- 4. Definitions.** For purposes of this Contract, the following terms will have the meaning set forth below:

“Incentive” means any up-front monetary or material gifts valued at more than \$2.00 given to parents or students to encourage them to choose a specific provider to provide Tutoring to their child and incentives valued at \$3.00 each or \$30.00 in the aggregate used within a provider’s program to encourage students to reach certain achievement or attendance levels after they have begun to provide services. Incentives may not include any food items. Any incentives distributed must be cleared by the District with an itemized receipt and description of items delivered to the district prior to distribution.

“Qualified” means that a person has met federal and state certification, licensing, registration or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing Tutoring, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements and adheres to the standards of professional practice established in federal and state law or regulation. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.

“Parent” means the natural parent, adoptive parent, parent surrogate, legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction.

“Tutoring” means tutoring and other supplemental academic enrichment services that are in addition to instruction provided during the school day and are of high quality, research-based, and specifically designed to increase the academic achievement of eligible children” on California’s statewide assessments and assist the children in meeting California’s core academic content standards/Common Core State Standards. 20 U.S.C. Section 6316(e)(12)(C).

## **5. Program Description**

**a. General Program of Instruction.** Provider will provide the District with a written summary of its general program of instruction for inclusion in the materials to be used by the District to inform parents about Tutoring services available to eligible students. All instruction shall be provided outside the normal school day. Provider’s Tutoring Program Description will be approved by the District, attached to and become a part of this Contract prior to enrollment of District students in Provider’s program. Provider will complete all hours of service within three months of student assignment.

**b. Student Learning Plan.** Upon acceptance of a District student, the Provider will submit to the District a Student Learning Plan (“SLP”) as specified by the Educational Services Department for each District student to be served by Provider. The SLP must include: (1) the specific achievement goals for the student, developed in consultation with the student’s parents and the provider; (2) a description of how the student’s progress will be measured and how the student’s parents and teachers will be regularly informed of that progress; (3) a timetable for improving the student’s achievement; and (4) the parent’s signature. Changes in any student’s SLP may only be made with the written consent of the District in consultation with the student’s parents. Provider, the District or the parents may request a review of a student’s SLP at any time. Unless otherwise agreed in writing, through submission of the SLP form, Provider agrees to provide all services specified in the student’s SLP.

### **c. Timeline for Initiation of Services.**

(i) Within one week of receiving students assigned for tutoring from the District, Provider will acknowledge availability and preparedness to begin providing services to student. Provider’s acknowledgement will include the names of all tutors and certification of their Fingerprint Clearance and TB Test.

(ii) The SLP must be executed within 15 days of receipt of a District student’s enrollment, but in no case later than February 28, 2017, unless a different time frame is agreed to by the Provider and the District’s Educational Services Department. The District shall reassign students for whom a SLP is not received in accordance with the above noted timeline.

(iii) Provider will submit the first invoice to the District by or before March 10, 2017.  
**Provider may NOT bill for pretest assessment.**

(iv) Provider will have three months from receipt of the student assignment to complete tutoring. All invoicing must be submitted no later than April 30 or three within three months of receiving the student from the district for tutoring.

(v) If tutoring services have not been provided by the due date of the first invoice (March 10, 2017) the District shall re-assign students who have not been provided tutoring services.

**d. Provision of Services at No Charge to Parents.** Unless otherwise agreed to in writing between Provider and the District, Provider is responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for students served under this Contract, as specified in the Tutoring Program Description and the student's SLP. Provider will make no charge of any kind to parents for Tutoring as specified in the student's SLP (including, but not limited to, screenings, District designated and other assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Contract). Online companies will outline the provider's technology support offered to families.

**e. Records of Attendance.** Provider shall maintain daily records of student attendance and services provided, including the name/address of student, the name of Provider's employee who rendered the service, and the tutoring time allocated for the services provided. Provider shall permit access to and/or a copy of such records to the District upon request.

**f. End of Service Reports.** Provider will provide to parents, each student's home school, and the Educational Services Department, a written End of Service Report before or at the time of final invoicing describing the student's progress or accomplishments upon the termination or completion of the services. The End of the School Year Report will include the following: (1) Pre-Test administered and student score; (2) the student's attendance report; and (3) Post-Test administered and student score. Final invoice will not be paid until the end of service report is received.

**g. Student Change of Enrollment.** If a student changes his/her enrollment to a school outside of the District's service boundaries, the District will not be responsible for the costs of services delivered after the student's change of enrollment.

**h. Withdrawal of Students from Program.** Provider will report, by telephone and in writing by email, to the Educational Services Department when a District student is withdrawn by a parent from services. Provider shall provide notice of withdrawal within 48 hours.

**i. Parent Access and Complaints.** Provider will provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. Provider will comply with any known court orders regarding parental visits and access to students. Provider will maintain and adhere to its own written procedures for responding to parent complaints. Provider will provide documentation of these procedures to the Educational Services Department no later than the date that this Contract is signed.

**j. Services on District Campuses.** Provider will not provide services on the District's public school campuses unless, at its discretion, the District approves such use under specific guidelines to be determined by the District. If Provider is permitted access to public school campuses, Provider will comply with Penal Code Section 627.1 *et. seq.*, and District and school procedures regarding visitors to school campuses. Provider will be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on public school campuses, and may not use the District's supplies, copiers, etc. If Provider's access

to a District campus is pursuant to a lease or other document, Provider will comply with all District requirements and policies regarding the leasing of facilities from the District.

**k. Equal Distribution of hours per pupil.** Tutoring will be completed within three months of the company receiving assignment of student(s). The Educational Services Department will approve the SLP's and communicate approval via written notice and/or e-mail. The number of hours indicated in the SLP should be evenly distributed over the three month period (e.g. all tutoring hours should not be completed in one month's time).

**6. Program Description.** Provider will submit a program description and sample curriculum to the district.

**7. Fingerprints/Clearance Requirements.** Provider will comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, California Code of Regulations section 13075(J) including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and TB clearance for Provider's employees, and volunteers, and contractors prior to providing service to any District student unless Provider determines that the employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 4423 (i) or (j). In addition, Provider will make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. Provider will certify in writing to District that Provider has at all times complied with this Section of the Contract. Clearance certification must be submitted to the Educational Services Department prior to program implementation. Provider must submit clearance information to the Office of Curriculum, State and Federal Programs with each monthly invoice and note personnel changes that effect the provision of Tutoring.

**8. Staff Qualifications.** Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Provider will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide Tutoring. Provider will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

**9. Staff Absence.** If Provider's assigned service provider is absent, Provider will provide a qualified (as defined in section 4 and as determined by District) substitute. The District will not pay for services unless a qualified substitute is provided or Provider provides documentation evidencing the provision of "make-up" services by a qualified service provider.



## **10. Record Keeping/Confidentiality.**

**a. Maintenance of Records.** All records will be maintained by Provider as required by state and federal laws and regulations. Notwithstanding the foregoing, Provider will maintain all material records relating to this Contract and to its Tutoring services in the District for at least five (5) years after the termination of this Contract and such records will be available for audit by the District. For purposes of this Contract, “material records” includes, without limitation: pupil records as defined by California Education Code sections 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and other documents used to record the provision of services, including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, dates of hire and dates of termination; transportation and other related services subcontracts; liability and worker’s compensation insurance policies; Tutoring agency certifications; statements of income and expenses; and general ledgers and supporting documents.

**b. Pupil Records.** Provider will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Provider will not disclose the identity of any student eligible for, or receiving, TUTORING to any third party, nor will Provider forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. Provider will maintain a current list of the names and positions of Provider’s employees who have access to confidential records. Provider will maintain an access log for each student’s record which lists all persons, agencies or organizations requesting or receiving information from the record. Such log will be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation and date/time of access for each individual requesting or receiving information from the student’s record. Such log may not record access to the student’s records by: (i) the student’s parent; (ii) an individual to whom written consent has been executed by the student’s parent; or (iii) employees of the District or Provider having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, “employees of the District or Provider” do not include subcontractors. Provider will grant access to pupil records and comply with all requests for copies of pupil records as required by state and federal laws and regulations.

**c. Delivery of Records to District.** At the conclusion of the performance of this Contract (or upon completion of services to any particular student), Provider will turn over to the District, all pupil records for the District’s students to whom Provider has provided services under this Contract. At the conclusion of the performance of this Contract and upon the written request of the District, Provider will return to District all written materials constituting or incorporating any communications or information obtained from the District.

**d. Survival.** Provider’s obligations under this Section 9 will survive cancellation, termination or expiration of this Contract.

## **11. Monitoring.**

**a. Access by District.** Provider will notify the District of the location and/or any change in location at which it is providing services to the District’s eligible students. Provider will allow access by District to its facilities for periodic monitoring of each District student’s instructional program and will be invited to participate in the review of each student’s progress. District will have access to observe each District student at work, observe the instructional setting,

interview Provider, and review each District student's records and progress. Such access will include unannounced monitoring visits.

**b. Reports.** Provider will provide the District served with an end-of-the-year report summarizing total student progress (aggregate), as well as disaggregated data by gender, ethnicity, grade level, language fluency and number of tutoring sessions provided. This end-of-the-year report will be due the District no later than June 30, 2017.

**c. Reviews.** Provider will participate in an annual review process as deemed appropriate by District. This review will address, among other things, programmatic aspects of the Provider, compliance with relevant state and federal regulations, assessments of District students, District student achievement growth, and Contract compliance. Provider will participate in any reviews, including without limitation, self-reviews as required by law.

**d. Program Audits.** Provider understands that the District reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

**e. Financial Audits.** The District will have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract. Provider will make available to District all budgetary information including operating budgets submitted by Provider to District for the relevant contract period being audited. Provider will make such evidence and documents available at the office of District or Provider's offices (as specified by District) at all reasonable times and without charge within five days of a written request from District. Provider will, at no cost to District, provide assistance for such examination or audit.

## **12. Compliance with Laws, Regulations and Policies.**

**a. General.** During the term of this Contract, unless otherwise agreed, Provider will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations, including but not limited to applicable health, safety, and civil rights laws. Provider will also comply with all District policies and regulations unless Provider determines, taking into consideration all of the surrounding facts and circumstances, that a policy or a portion thereof does not reasonably apply to Provider. Provider hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with applicable laws, regulations and District policies and will indemnify the District under the provisions of Section 17 of this Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of Provider's noncompliance.

**b. Incident/Accident Reporting.** Provider will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

**c. Child Abuse Reporting.** Provider hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code

Section 49370 and California Penal Code section 11166, *et seq.* Provider must develop and maintain a written child abuse reporting procedure and provide an annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

**d. Discrimination.** Provider will not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

**13. Enrollment, Contracting, Attendance Reporting and Billing Procedures.**

**a. Compliance with District Procedures.** Provider will comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Educational Services Department.

**b. Hourly Rate.** Provider will provide one on one tutoring for students at a rate of \$60.00 per hour providing a maximum of 15 hours of tutoring OR Provider will provide small group tutoring in a 1:6 ratio at a rate of \$36 per hour providing a maximum of 25 hours of tutoring.

**c. Attendance Records.** Provider will maintain separate registers for each District student that describe the services provided. Original attendance forms (i.e., daily service logs and notes) will be completed by the actual service provider whose signature will appear on such forms and will be available for review, inspection, or audit by District during the Term and for a period of five (5) years thereafter. Provider will verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

**d. Invoices.** Prior to invoicing for first payment, but no later than submitting the invoice for first payment, Provider must have submitted the SLP for each student to the District. Payment for services requires the plan. Hours submitted without a plan will not be paid. All other required documents stipulated in this contract must be received by the Office of Curriculum, State and Federal Programs prior to or by first invoicing. Monthly invoices will be itemized by name and address of student, service provided, student attendance verified by parent in writing (initialed and with signature), and amount billed. Parent signature and verification (initials for service dates) are required for invoicing. Such invoices/attendance forms shall be submitted within thirty (30) days of the rendering of services. A copy of the invoice/attendance form to be used shall be provided by the District with this contract, as set forth in Exhibit C. District will not pay invoices/bills received over 30 days after the end of each month.

Provider will receive compensation only for sessions attended by District students and Tutoring actually provided to District students. Provider will not receive compensation for District student absences. Total per student expenditures cannot exceed one and a half hours per day, three hours per week, or twelve (12) hours per month. Invoice and related documents will be submitted on a form and in the manner prescribed by District. District will make payment to Provider based on the number of billable days of attendance and hours of service at rates specified in this Contract. Payment will be within forty-five (45) days after District's receipt of invoices prepared and submitted as specified by the Educational Services Department. Provider will correct deficiencies and submit rebilling invoices no later than thirty (30) days after the invoice is returned by District. District will pay properly submitted re-billing invoices not later than forty-five (45) days after the date a completely corrected re-billing invoice is received by District.

Pre-assessment (or initial assessment) hours will not be included in any invoices. A maximum of one-hour for post assessment at the conclusion of tutoring will be permitted for billing.

**e. Final Invoice.** Final invoices must be received by District no later than June 30, 2017. All tutoring must be completed by June 30, 2017.

**f. Payments by Other Agencies.** Provider will notify District when any other agency is billed for the costs associated with the provision of Supplemental Educational Services to District students. Upon request, Provider will provide to District any and all documentation regarding reports, billing, or payments by any agency for the costs associated with the provision of Tutoring to District students.

**14. Monthly Invoices.** Provider shall submit monthly invoices to the District, itemized by the name/address of the student, service provided and actual number of hours for which services were provided, and amount owed. Invoices shall be submitted within thirty (30) days of the date of service.

**Each month a list of students who have not received services for any reason must be expressly reported to the District. The list of student who have not received service should be provided along with the monthly invoice.**

**15. Payment.** Upon proper monthly invoicing, District agrees to pay Provider for services performed during the term of this Agreement not to exceed \$900.00 per student served. The District shall pay Provider at the maximum rate of \$60.00 per hour for one on one tutoring or at a rate of \$36.00 per hour for small group tutoring with a teacher student ratio not to exceed 1:6.

**16. Right to Withhold Payment.**

**a. Basis for Withholding.** District may withhold payment to Provider when: (i) Provider has failed to perform, in whole or in part, under the terms of this Contract, or the SLP; (ii) Provider was overpaid by District as determined by inspection, review, or audit of Provider's program, work, or records; (iii) education or related services are provided to District students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (iv) District has not received prior to the end of the Term, all documents concerning one or more District students enrolled in Provider's educational program; or (v) Provider receives payment from another agency or funding source for a service provided to a District student.

**b. Notice and Opportunity to Cure.** If District determines that cause exists to withhold payment to Provider, District shall, within 10 days of this determination, provide to Provider written notice that District is withholding payment. The notice will describe the reasons for the withholding. Such notice will specify the basis or bases for District's withholding payment and the amount to be withheld. Within 14 days from the date of receipt of such notice, Provider will take all necessary and appropriate action to correct the deficiencies that form the basis for District's withholding payment or submit a written request for extension to correct the deficiencies. If the basis for withholding is not cured within the approved time period, payment will be denied.

**17. Incentives.** The Provider will not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage signing up for Provider's services or to encourage any other student or parent to sign up for Provider's services. Items such as pencils, pens, magnets,

etcetera, are acceptable. Food items are not permitted. In any marketing information or other explanation, either verbally and in writing, and in the delivery of services, Provider may not offer to parents or students incentives valued at more than \$3.00 each or \$30.00 in the aggregate per student as achievement or attendance incentives once the student has signed up for Provider's services. Provider may not offer any incentive or payment of any amount to any District personnel employed by any District school for helping Provider to recruit parents and students to sign-up for Provider's Tutoring.

**18. Recruitment:** Recruiting. The provider shall not recruit on any school or district property. The provider shall not fill in the tutoring application for any family. The provider shall not identify themselves as employed by or working with Oxnard School District or any School. Approved providers will be provided a "Provider Recruitment Application" and allowed a 48 hour opportunity to recruit with said application. No provider shall recruit with any application prior to the 48 hour opportunity with the "Provider Recruitment Application". Any violation of these recruiting terms shall be grounds to be terminated from providing Tutoring in Oxnard School District.

**19. Termination.**

**a. Without Cause.** This Contract may be terminated by the District or the Provider at any time. Provider's exercise of its right to terminate this Contract will not alleviate its responsibilities to complete any existing SLPs. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section

**b. For Cause.**

(i) The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

(ii) If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

**20. Insurance.** Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** "Insurance" and made a part of this Contract. 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. Provider agrees to provide District with copies of required policies upon request.

**21. Indemnification.** Provider will indemnify and hold District and its Governing Board members, administrators, employees, agents, volunteers and subcontractors (District Indemnitees) harmless against any and all liability, loss, damage and expense (including reasonable attorneys' fees) arising out of or relating to this Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of Provider, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding District and District Indemnitees). This indemnity will survive the termination of this Contract.

**22. Independent Contractor.** Nothing in this Contract will be construed to imply a joint venture, partnership, employer-employee or principal-agent relationship between the District and Provider. Provider will provide all services under this Contract as an independent contractor, and neither party will have the authority to bind or make any commitment on behalf of the other. Provider is responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind as required by law for its own employees and assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Contract. Nothing in this Contract will be deemed to create any association, partnership, joint venture or relationship of principal and agent, or employer and employee between the parties or any affiliates of the parties, or between the District and any individual assigned by Provider to perform any services for the District. If the District is held to be a partner, joint venturer, co-principal, employer or co-employer of Provider, Provider will indemnify and hold the District harmless from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the District as a result of that holding.

**23. Subcontracting.** Provider shall not subcontract services. If the Provider is unable to provide approved services, the Provider shall notify the District of the inability to provide services. The District shall work to reassign the students to a provider approved to work with Oxnard School District.

**24. Conflicts of Interest.** Provider will provide to District a copy of its current bylaws and a current list of its Board of Directors, if it is incorporated. Provider covenants that neither it, nor any officer or any member of its Board of Directors has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of the District or that would in any way hinder Provider's performance of services under this Contract. Provider further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider will not conduct or solicit any non-District business while on District property or time.

b. Provider will also take all necessary steps to avoid the appearance of a conflict of interest and will have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

c. Bylaws of the District's Governing Board 9270 BB and 9270(BB)E as hereinafter amended or renumber, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Provider represents that it has received and reviews a copy of these Governing Board bylaws and that it [ ] does [ ] does not qualify as a "designated employee".

\_\_\_\_\_ (Initials)

d. Provider agrees to notify the Educational Services Department, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

e. Should a conflict of interest issue arise, Provider agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section will constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

**25. Miscellaneous.**

**a. Press Releases and Marketing.** Provider represents that it will not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract or the services provided hereunder without prior written approval of District

**b. Severability Clause.** If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

**c. Notices.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the District: Anna Thomas, Director  
Oxnard School District  
Office of Curriculum, State and Federal Programs, Division of  
Educational Services  
1051 South "A" Street  
Oxnard School District  
Oxnard, CA 93030

For Provider: Tutorific  
Matt Oppenheimer  
484 Mobil Avenue, Suite 12

Camarillo, CA 93010  
Phone: 805-482-3730  
Fax: 805-482-2993  
Federal ID #: 77-0557764

**d. Successors and Assignees.** This Contract binds Provider's successors and assignees.

**e. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract with venue in Ventura County, California.

**f. Arbitration.** The parties agree to settle any controversy or claim or dispute arising out of or relating to this Contract by arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in a hearing locale in Ventura County, California. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator must be an active member of the California State Bar or a retired judge of the state or federal judiciary of California. Each party will bear its own costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration will be shared equally among the parties. Any party who fails or refuses to submit to arbitration will bear all costs and expenses incurred by such other party in compelling arbitration of any controversy, claim, or dispute.

**g. Integration.** This Contract and all attachments and amendments thereto including each SLP, a description of the Provider's program plan, and the Educational Services Department's policies and procedures constitute the entire agreement between District and Provider. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. No amendment to this Contract will be valid unless contained in a writing signed by both parties. Notwithstanding the foregoing sentence, District may modify or amend this Contract without Provider's consent to conform to federal and state laws and regulations.



**TUTORIFIC:**

**OXNARD SCHOOL DISTRICT**

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*Signature*

Matt Oppenheimer  
*Typed Name/Title*

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*Date*

---

*Signature*

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

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*Date*

## EXHIBIT A

### INSURANCE

I. Insurance Requirements. Provider shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Provider 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in 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 and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider ; or automobiles owned, leased, hired or borrowed by Provider. 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 Provider's insurance.

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

A. If any Services are performed by subcontractor, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider 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 Provider 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 Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

**EXHIBIT B**

**CONFLICT OF INTEREST CHECK**

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

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

The services to be performed by Provider under the Contract to which this Exhibit B is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **TUTORIFIC**, who will provide Services under the Contract,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/8/2016

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 have ADDITIONAL INSURED provisions or 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).

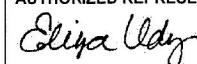
<b>PRODUCER</b> License # 0F50015 <b>Gimlin &amp; Udy Insurance Agency, Inc.</b> 601 E. Daily Drive, Suite 130 Camarillo, CA 93010	<b>CONTACT NAME:</b> Eliza Udy <b>PHONE (A/C, No, Ext):</b> (805) 987-3883 <b>FAX (A/C, No):</b> (805) 388-1892 <b>E-MAIL ADDRESS:</b> Info@gu-ins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  <b>Matt Oppenheimer, dba: Tutorific and the Learning Clinics</b> 484 Mobil Avenue, Suite #12 Camarillo, CA 93010	<b>INSURER A:</b> Philadelphia Indemnity Insurance Co. <b>NAIC #</b> 18058	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1566033	11/13/2016	11/13/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 <b>Abuse/Molest.</b> \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1566033	11/13/2016	11/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB560490	11/13/2016	11/13/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Oxnard School District	Per AI Schedule
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 1/18/17

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

**Approval of Agreement #16-219 – Terra Firma Enterprises (Vaca/Magana)**

Terra Firma Enterprises (TFE) will provide the Emergency Operations Center (EOC) Essential Course to the Oxnard School District to comply with the Standardized Emergency Management System (SEMS) and the National Incident Management (NIMS). The EOC Essentials Course is designed specifically with EOC staff in mind. This twelve-hour course will be offered in a series of six 2-hour segments over a period of time to be determined by the District. Each training module incorporates hands on activities to underscore the module topic.

**FISCAL IMPACT:**

Not to exceed \$8,450.00 – Safety Credits

**RECOMMENDATION:**

It is recommended by the Risk Manager, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #16-219 with Terra Firma Enterprises.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-219, Terra Firma Enterprises (13 Pages)  
Proposal (2 Pages)  
Certificate of Insurance (4 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #16-219

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of January, 2017 by and between the Oxnard School District (“District”) and Terra Firma Enterprises (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **January 19, 2017** through **June 30, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Eight Thousand Four Hundred Fifty Dollars (\$8,450.00), unless additional compensation is approved in writing by the District.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District:                   Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Norma Magana  
Phone: 805.385.1501 x2443  
Fax: 805.240.5963

To Consultant:               Terra Firma Enterprises  
181 Westminster Avenue  
Ventura, CA 93003  
Attention: Wendy H. Milligan  
Phone: 805.642.5232  
Fax: 805.642.2883

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**TERRA FIRMA ENTERPRISES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #16-219

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-219**

**SERVICES**

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

**\*SEE ATTACHED PROPOSAL**

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

**\*SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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



- Not Project Related  
 Project #16-219

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-219**

**COMPENSATION**

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

**\*SEE ATTACHED PROPOSAL**

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$8,450.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #16-219

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-219**

**INSURANCE**

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

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

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

(2) Auto liability insurance with limits of not less than ~~one million dollars (\$1,000,000)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #16-219

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-219

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-219**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing



## OXNARD SCHOOL DISTRICT EMERGENCY OPERATIONS CENTER ESSENTIALS TRAINING COURSE EMERGENCY MANAGEMENT SERVICES - TECHNICAL PROPOSAL

### CONTRACTOR SCOPE OF WORK

Terra Firma Enterprises (TFE) will provide the Emergency Operations Center (EOC) Essentials Course to Oxnard School District to comply with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

**EOC Essentials Course.** The EOC Essentials Course is designed specifically with EOC staff in mind. This twelve - hour course will be offered in a series of six 2-hour segments over a period of time to be selected by the District. Each training module incorporates hands-on activities to underscore the module topic. The training modules are as follows:

- **Module 1 – Incident Command System (ICS) Overview/Refresher** –Module 1 is a brief overview/refresher to ICS to ensure Emergency Operations Center (EOC) staff understands the basic components of ICS. After Module 1, attendees will participate in a hands-on activity to reinforce the training material.
- **Module 2 - EOC Facility and Function** – This Module will focus on the purpose of the EOC and main tasks that are accomplished when an EOC is activated. After Module 2, attendees will participate in a hands-on activity to reinforce the training material.
- **Module 3 - Coordination and Communication** – This Module will incorporate the concepts of the Joint Information/Media Center, the EOC, and the Incident Command Post (ICP) and focuses on coordination and communication issues. After Module 3, attendees will participate in a hands-on activity to reinforce the training material.
- **Module 4- Resource Management and Mutual Aid** – This Module presents the concepts and principles of Resource Management and Mutual Aid. After Module 4, attendees will participate in a hands-on activity to reinforce the training material.
- **Module 5 – Situational Awareness** –This Module will focus on Situation Awareness (SA) and Common Operating Picture (COP). What is SA and COP and how to attain it during a disaster. After Module 5, attendees will participate in a hands-on activity to reinforce the training material.
- **Module 6 - EOC Action Planning** – This Module will provide an in-depth view of the action planning process as it applies to an EOC. The training will identify those responsible for developing the EOC Action Plan and their duties, explain the use of operational periods in the planning process, identify the kinds of supporting materials included in an Action Plan and introduce the “Planning P” as a tool in effective action planning. After Module 6, attendees will participate in a hands-on activity to reinforce the training material.

### PARTICIPATION OF OXNARD SCHOOL DISTRICT

Oxnard School District will provide a Project Manager to act as a principle point of contact for information and product reviews.

## PROJECT COSTS

<b>EOC ESSENTIALS COURSE</b>	
<b>Course Development</b> - TFE will develop training material and activity worksheets for each of the six modules. Training materials will incorporate District specific processes and procedures as presented in the current Emergency Operations Plan. All training material will comply with state and federal guidelines. Two weeks before each module, TFE will provide the Project Manager with the Participant Handbook for that particular module so that the Project Manager can make appropriate number of copies for the number of attendees expected.	\$6,500.
<b>Instruction of Course</b> – Includes time of instruction and set-up and breakdown time.	\$1,950.
<b>TOTAL COSTS FOR EOC ESSENTIALS COURSE</b>	<b>\$8,450.</b>

## PAYMENT SCHEDULE

TFE will invoice the District in three equal billings:

- Two weeks after the creation of the contract- \$2,800.
- After the delivery of the third module – \$2,825.
- After the delivery of the last module - \$2,825.

## GENERAL STATEMENT OF FINANCIAL CONDITION

TFE stands on a solid financial foundation. It has no liens, or judgments pending, nor has any outstanding liabilities. TFE has sufficient resources to perform tasks as outlined.

Although TFE stands by the quality of its products, the District must understand that disaster preparedness is not an exact science, and the products TFE offers do not guarantee the safety of any individual, structure, or organization in a disaster. TFE assumes no liability for deaths, injuries, or property damage resulting from a disaster.

TFE holds Commercial General Liability (\$2,000,000) and Errors and Omission (\$1,000,000.) insurance policies with Lloyd's of London Insurance Company.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2016

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).

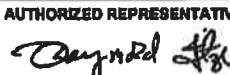
<b>PRODUCER</b> Coastal States Insurance Svcs 1986 So. Victoria Ave Ventura, CA 93003 Mike Minnlear	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 805-642-5290      FAX (A/C, No): 805-289-3490	
	<b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> Terra Firma Enterprises Wendy Haddock Milligan 181 Westminster Ave Ventura, CA 93003	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	<b>INSURER A: Atain Specialty Insurance Co</b> <b>17159</b>	
	<b>INSURER B: Continental Casualty Co.</b> <b>20443</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		CIP265155	08/08/2016	08/08/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> MED EXP (Any one person) \$ 5,000 <input type="checkbox"/> PERSONAL & ADV INJURY \$ 1,000,000 <input type="checkbox"/> GENERAL AGGREGATE \$ 2,000,000 <input type="checkbox"/> PRODUCTS - COM/OP AGG \$ 1,000,000						
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional E&O DED \$2,500			596744955	12/04/2016	12/04/2017	Ea. Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is included as additional insured with respects to General Liability.

<b>CERTIFICATE HOLDER</b>  OXNUSDO  OXNARD UNIFIED SCHOOL DISTRICT Norma Magana 1051 SO. A STREET OXNARD, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
ANY PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED.	

A. **SECTION II -WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such a person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person or organizations status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

#### Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the "additional insured(s)" are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

#### Finished Operations or Work

"Bodily Injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

#### Negligence of Additional Insured

"Bodily injury" or "property damage" directly caused by or resulting from the negligence of the "additional insured(s)".

#### ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

This endorsement is effective on the inception date of the policy unless otherwise stated below. (The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Policy Number: CIP288501

Named Insured: TERRA FIRMA ENTERPRISES  
WENDY HADDOCK MILLIGAN

Endorsement Effective date:



PRODUCER  
 AUTO INS SPECIALISTS CA  
 PO BOX 6507  
 ARTESIA CA 90702-6507

042870 04

TELEPHONE:(800) 493-7879



**AUTOMOBILE POLICY DECLARATIONS  
 IMPORTANT COVERAGE EXCLUSION**

POLICY NUMBER	POLICY PERIOD
0401 04 006154461	FROM 07/04/2016 12:01AM TO 01/04/2017 12:01AM

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER.

It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

PERSONS INSURED	
NAMED INSURED RONALD MILLIGAN	
DRIVERS RONALD MILLIGAN WENDY MILLIGAN PARKER MILLIGAN	

MAILING ADDRESS 181 WESTMINSTER AVENUE  
 VENTURA, CA 93003

CAR	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCH. DATE	H.P./CID
1	2005	ACURA MDX AWD UTL 4X4 4D	2HNYD18905H555267		N	09/2005	
2	2009	ACURA TSX SED 4DR	JH4CU26679C024007		N	08/2009	
3	1997	TOYOTA RAV4 UTL 4X4 4D	JT3HP10V4V7072757		U	07/2015	

CAR: LP-AL-LA GA-RO LOSS PAYEE(S) (LP); ADDITIONAL INTERESTS (AI); LOSS PAYEE(S) AND ADDITIONAL INTERESTS (LA); GARAGING ADDRESSES (GA) AND REGISTERED OWNERS (RO) OTHER THAN THOSE LISTED ABOVE.

Coverage applies only if premium charge is listed below. Coverage/Limits are subject to all policy terms.

COVERAGES	LIMITS OF LIABILITY			PREMIUMS			NON-FACTORY EQUIPMENT
				CAR1	CAR2	CAR3	
BODILY INJURY LIABILITY	\$ 100,000	EACH PERSON \$ 300,000	EACH ACCIDENT	117	140	463	ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.
PROPERTY DAMAGE LIABILITY	\$ 100,000	EACH ACCIDENT		112	144	519	
UNINSURED MOTORISTS BODILY INJURY LIABILITY	\$ 100,000	EACH PERSON \$ 300,000	EACH ACCIDENT	34	45	87	
UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	\$3,500	MAXIMUM				10	
COLLISION DEDUCTIBLE WAIVER				1	1		
MEDICAL EXPENSE	\$						
LEASE/LOAN GAP COVERAGE	CAR	CAR	CAR				
REPAIR OR REPLACEMENT COST COVERAGE	CAR	CAR	CAR				
COMPREHENSIVE	DEDUCTIBLE CAR1 \$ 100	CAR2 \$ 100	CAR3 \$ 100	34	42	27	
COLLISION	DEDUCTIBLE CAR1 \$ 250	CAR2 \$ 250	CAR \$	114	292		
ROADSIDE ASSISTANCE PER OCCURRENCE	CAR1 \$ 75	CAR2 \$ 75	CAR3 \$ 75	3	3	3	
RENTAL CAR BENEFIT	\$ PER DAY	DAYS					
<b>ENDORSEMENTS ATTACHED TO THE POLICY</b>				<b>PREMIUMS PER CAR</b>			
U-10 07/2015				415	667	1109	
				<b>POLICY FEE</b>			
				<b>TOTAL PREMIUM</b>			2,193.64

**IMPORTANT INFORMATION**

EFFECTIVE 07/04/2016

The enclosed Auto Insurance Renewal Bill and the U251 IMPORTANT NOTICE are part of this policy. These specify the amount of your premium, your payment options, any applicable fees, and the due date. Your automobile insurance expires and coverage ceases at 12:01AM on 07/04/2016. Coverage under this policy will become effective provided you pay the premium and any applicable fees as indicated on the Auto Insurance Renewal Bill. If you have any questions, please contact your agent or broker at the phone number provided above.

MAILED TO:

RONALD MILLIGAN  
 181 WESTMINSTER AVENUE  
 VENTURA, CA 93003

POLICY NUMBER: 0401 04 006154461  
 MAILING DATE: 06/06/2016



## OXNARD SCHOOL DISTRICT WORKERS COMPENSATION INSURANCE CERTIFICATION

I, Wendy Milligan, certify that in the performance of my agreement with the Oxnard School District, Terra Firma Enterprises shall not employ any person in any manner so as to become subject to the Workers Compensation Laws of California.

I agree that should Terra Firma Enterprises become subject to the Workers' Compensation Laws of California during the term of the agreement, I will notify the Oxnard School District and comply with those laws immediately.

  
\_\_\_\_\_  
Wendy Haddock Milligan  
President  
Terra Firma Enterprises

December 15, 2016  
Date

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 1/18/17

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

**Approval of Agreement #16-220 – Terra Firma Enterprises (Vaca/Magana)**

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Terra Firma Enterprises will provide technical assistance to update the Emergency Operations Plan (EOP) and operational checklists for Oxnard School District’s Emergency Operations Center (EOC). Services will include:

- Emergency Operations Center (EOC) Assessment, Design and EOC Standardized Operations Procedures (SOP’s)
- Update the District Emergency Operations Plan

**FISCAL IMPACT:**

Not to exceed \$8,190.00 – Safety Credits

**RECOMMENDATION:**

It is recommended by the Risk Manager, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #16-220 with Terra Firma Enterprises.

**ADDITIONAL MATERIAL(S):**

- Attached:** Agreement #16-220, Terra Firma Enterprises (13 Pages)  
Proposal (4 Pages)  
Certificate of Insurance (4 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #16-220

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of January, 2017 by and between the Oxnard School District (“District”) and Terra Firma Enterprises (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **January 19, 2017** through **June 30, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Eight Thousand One Hundred Ninety Dollars (\$8,190.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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



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

\_\_\_\_\_ (Initials)

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

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

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

To District:                   Oxnard School District  
                                      1051 South A Street  
                                      Oxnard, California, 93030  
                                      Attention: Norma Magana  
                                      Phone: 805.385.1501 x2443  
                                      Fax: 805.240.5963

To Consultant:               Terra Firma Enterprises  
                                      181 Westminster Avenue  
                                      Ventura, CA 93003  
                                      Attention: Wendy H. Milligan  
                                      Phone: 805.642.5232  
                                      Fax: 805.642.2883

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**TERRA FIRMA ENTERPRISES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #16-220

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-220**

**SERVICES**

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

**\*SEE ATTACHED PROPOSAL**

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

**\*SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #16-220

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-220**

**COMPENSATION**

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

**\*SEE ATTACHED PROPOSAL**

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$8,190.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #16-220

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-220**

**INSURANCE**

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

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

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

(2) Auto liability insurance with limits of not less than ~~one million dollars (\$1,000,000)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #16-220

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-220

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-220**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa A. Franz  
Director, Purchasing





## OXNARD SCHOOL DISTRICT

### EMERGENCY MANAGEMENT SERVICES TECHNICAL PROPOSAL DECEMBER 12, 2016

#### REQUIREMENT

Terra Firma Enterprises (TFE) will provide technical assistance to the Oxnard School District (OSD) for emergency management planning services.

#### PARTICIPATION OF OXNARD SCHOOL DISTRICT (OSD)

The OSD will provide a Project Manager to act as a principle point of contact for information and product reviews.

#### CONTRACTOR SCOPE OF WORK

#### PLANNING

##### **Emergency Operations Center (EOC) Assessment, Design and EOC Standardized Operations Procedures (SOPs)**

TFE will assess the primary location identified as the district's EOC, design a recommended design layout for the location selected and develop an EOC SOP to be used to set-up the EOC once it is activated and will serve as an EOC reference document.

##### **Update the District Emergency Operations Plan**

According to FEMA, "in no case should any part of the plan go for more than two years without being reviewed and revised", (FEMA, *Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101*, November 2010). OSD's EOP last major update was in 2013.

TFE will provide technical assistance to update the EOP, and operational checklists for their Emergency Operations Center (EOC). The EOP will comply with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

**PROJECT DETAILS**

<b>EMERGENCY OPERATIONS CENTER ASSESSMENT, DESIGN AND STANDARD OPERATIONS PROCEDURES –</b>	
<b>TASK</b>	<b>Hours</b>
<b>EOC Assessment</b> – TFE will perform a walk-through of the District’s EOC and will assess the facility’s capabilities to serve as an EOC.	4
<b>EOC Design</b> – TFE will consider the location for the District’s EOC and will design the appropriate EOC layout, and identify all necessary equipment and supplies for an effective EOC. TFE will provide schematic of recommended EOC.	20
<b>EOC Standard Operating Procedures</b> - TFE will develop a manual explaining and detailing how the EOC is to be set up, what forms are to be used, and what supplies should be stored.	20
<b>TOTAL HOURS NOT TO EXCEED FOR EOC ASSESSMENT</b>	<b>44</b>
<b>UPDATING THE DISTRICT EOP</b>	
<b>Stakeholder Meetings</b> – (Note: The EOP update is 95% complete and was billed to a previous contract that expired). The remaining work includes: meetings with stakeholders, prepare agenda’s, and presentation materials. TFE will facilitate each of these meetings. TFE will complete meeting notes and distribute to stakeholders. Two stakeholder meetings are recommended: <ul style="list-style-type: none"> <li>• Meeting #1 – Stakeholders Gap Workshop with stakeholders. Discuss EOP update process, Present findings of EOP reviews. Develop Courses of Action for gap areas.</li> <li>• Meeting #2 – Overview of draft revised EOP.</li> </ul>	8
<b>Compilation of Final Documents</b> - Contractor will incorporate comments from Project Manager and other stakeholders into final draft of the EOP. One digital copy of the plan will be provided to Project Manager.	4
<b>TOTAL HOURS NOT TO EXCEED FOR FINISHING THE DISTRICT EOP UPDATE</b>	<b>12</b>
<b>ADMINISTRATIVE SUPPORT AND PLANNING MEETINGS WITH DISTRICT STAFF</b>	
<b>ADMINISTRATION/MEETINGS WITH PROJECT MANAGER</b> – TFE will coordinate regularly with the Project Manager during the life of this project and will meet with the Project Manager to each of the tasks, progress of the project and gather input and direction.	7
<b>TOTAL HOURS NOT TO EXCEED FOR ADMINISTRATIVE SUPPORT</b>	<b>7</b>

**SUMMARY OF ESTIMATED COSTS** – Any additional costs outside the scope of work need to be approved and requested by the District Project Manager. All approved additional work will be billed at the standard rate of \$130/hour.

<b>EOC Assessment, Design and Develop EOC SOPs (44 hours x \$130/hr)</b>	<b>\$5,720.</b>
<b>Updating District EOP (12 hours x \$130/hr)</b>	<b>\$1,560.</b>
<b>Administrative Support/Planning Meetings (7 hours x \$130/hr)</b>	<b>\$910.</b>
<b>TOTAL COSTS FOR ALL PROJECTS (Not to exceed amount)</b>	<b>\$8,190.00</b>

#### **TIMELINE**

All work will be completed the end of February 2017.

#### **PAYMENT SCHEDULE**

TFE will invoice the District at the beginning of each month for any hours that were worked in the previous month.

#### **GENERAL STATEMENT OF FINANCIAL CONDITION**

TFE stands on a solid financial foundation. It has no liens, or judgments pending, nor has any outstanding liabilities. TFE has sufficient resources to perform tasks as outlined.

Although TFE stands by the quality of its products, the OSD must understand that disaster preparedness is not an exact science, and the products TFE offers do not guarantee the safety of any individual, structure, or organization in a disaster. TFE assumes no liability for deaths, injuries, or property damage resulting from a disaster.

TFE holds Commercial General Liability (\$2,000,000) and Errors and Omission (\$1,000,000.) insurance policies with Lloyd's of London Insurance Company.

#### **CONSULTANT QUALIFICATIONS**

Wendy Haddock Milligan of TFE brings with her over twenty five years of experience in the field of emergency management. Eight of those years she spent with the Ventura County Sheriff's Department Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she acquired an extensive base of knowledge about the County, the cities in the County and the numerous special districts. She has met federal and state requirements with all county response plans, created a nationally recognized community disaster training program, designed and implemented numerous training exercises for private and public sectors, coordinated the response to six presidential disasters, and has recovered millions of dollars for the County in the Federal and State reimbursement process.

Not only does Wendy Haddock Milligan have years of experience in the field of emergency management, she also holds a Master's Degree in Public Administration, a certification from the International Association of Emergency Management as a Certified Emergency Manager, a Master Exercise Practitioner certification from the Federal Emergency Management Agency and a certificate as a Hazardous Materials Emergency Manager from the University of California at Davis.

Wendy has written over 60 comprehensive Emergency Operations Plan ranging from small jurisdictions to large counties and has designed and implemented over 60 exercises varying from specific drills to full-scale weapons of mass destruction exercises and has trained thousands of professionals learning more about emergency management, SEMS and NIMS.

For a complete listing of plans, trainings and exercises, refer to TFE website: [www.TerraFirmaEnterprises.com](http://www.TerraFirmaEnterprises.com).

\*This quote is valid for 90-days from the date of this proposal.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2016

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).

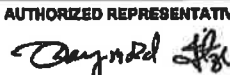
<b>PRODUCER</b> Coastal States Insurance Svcs 1986 So. Victoria Ave Ventura, CA 93003 Mike Minnlear	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 805-642-5290      FAX (A/C, No): 805-289-3490	
	<b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> Terra Firma Enterprises Wendy Haddock Milligan 181 Westminster Ave Ventura, CA 93003	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	<b>INSURER A: Atain Specialty Insurance Co</b> 17159	
	<b>INSURER B: Continental Casualty Co.</b> 20443	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			CIP265155	08/08/2016	08/08/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						MED EXP (Any one person) \$ 5,000
	<b>AUTOMOBILE LIABILITY</b>						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						PRODUCTS - COM/OP AGG \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
	Y/N <input type="checkbox"/> N/A						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional E&O DED \$2,500			596744955	12/04/2016	12/04/2017	Ea. Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is included as additional insured with respects to General Liability.

<b>CERTIFICATE HOLDER</b>  OXNUSDO  OXNARD UNIFIED SCHOOL DISTRICT Norma Magana 1051 SO. A STREET OXNARD, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
ANY PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED.	

A. **SECTION II -WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such a person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person or organizations status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

#### Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the "additional insured(s)" are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

#### Finished Operations or Work

"Bodily Injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

#### Negligence of Additional Insured

"Bodily injury" or "property damage" directly caused by or resulting from the negligence of the "additional insured(s)".

#### ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

This endorsement is effective on the inception date of the policy unless otherwise stated below. (The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Policy Number: CIP288501

Named Insured: TERRA FIRMA ENTERPRISES  
WENDY HADDOCK MILLIGAN

Endorsement Effective date:

PRODUCER  
 AUTO INS SPECIALISTS CA  
 PO BOX 6507  
 ARTESIA CA 90702-6507

042870 04

TELEPHONE:(800) 493-7879



**AUTOMOBILE POLICY DECLARATIONS  
 IMPORTANT COVERAGE EXCLUSION**

POLICY NUMBER	POLICY PERIOD
0401 04 006154461	FROM 07/04/2016 12:01AM TO 01/04/2017 12:01AM

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER.

It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

**PERSONS INSURED**

**NAMED INSURED**  
 RONALD MILLIGAN

**DRIVERS**  
 RONALD MILLIGAN  
 WENDY MILLIGAN  
 PARKER MILLIGAN

**MAILING ADDRESS** 181 WESTMINSTER AVENUE  
 VENTURA, CA 93003

CAR	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCH. DATE	H.P./CID
1	2005	ACURA MDX AWD UTL 4X4 4D	2HNYD18905H555267		N	09/2005	
2	2009	ACURA TSX SED 4DR	JH4CU26679C024007		N	08/2009	
3	1997	TOYOTA RAV4 UTL 4X4 4D	JT3HP10V4V7072757		U	07/2015	

**CAR:** LP-AL-LA GA-RO LOSS PAYEE(S) (LP); ADDITIONAL INTERESTS (AI); LOSS PAYEE(S) AND ADDITIONAL INTERESTS (LA); GARAGING ADDRESSES (GA) AND REGISTERED OWNERS (RO) OTHER THAN THOSE LISTED ABOVE.

Coverage applies only if premium charge is listed below. Coverage/Limits are subject to all policy terms.

COVERAGES	LIMITS OF LIABILITY				PREMIUMS			NON-FACTORY EQUIPMENT	
					CAR1	CAR2	CAR3		
BODILY INJURY LIABILITY	\$ 100,000	EACH PERSON	\$ 300,000	EACH ACCIDENT	117	140	463	ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.	
PROPERTY DAMAGE LIABILITY	\$ 100,000	EACH ACCIDENT			112	144	519		
UNINSURED MOTORISTS BODILY INJURY LIABILITY	\$ 100,000	EACH PERSON	\$ 300,000	EACH ACCIDENT	34	45	87	CAR# ITEMS INSURED UNIT	
UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	\$3,500	MAXIMUM					10		
COLLISION DEDUCTIBLE WAIVER					1	1			
MEDICAL EXPENSE	\$								
LEASE/LOAN GAP COVERAGE	CAR	CAR	CAR						
REPAIR OR REPLACEMENT COST COVERAGE	CAR	CAR	CAR						
COMPREHENSIVE	DEDUCTIBLE CAR1 \$ 100	CAR2 \$ 100	CAR3 \$ 100		34	42	27	CALIFORNIA ASSESSMENTS	
COLLISION	DEDUCTIBLE CAR1 \$ 250	CAR2 \$ 250	CAR \$		114	292			
ROADSIDE ASSISTANCE PER OCCURRENCE	CAR1 \$ 75	CAR2 \$ 75	CAR3 \$ 75		3	3	3	CA FRAUD FEE 2.64	
RENTAL CAR BENEFIT	\$ PER DAY	DAYS						CIGA FEE	
<b>ENDORSEMENTS ATTACHED TO THE POLICY</b>					<b>PREMIUMS PER CAR</b>				
U-10 07/2015					415	667	1109		
					<b>POLICY FEE</b>				
					<b>TOTAL PREMIUM</b>			2,193.64	

**IMPORTANT INFORMATION**

EFFECTIVE 07/04/2016

The enclosed Auto Insurance Renewal Bill and the U251 IMPORTANT NOTICE are part of this policy. These specify the amount of your premium, your payment options, any applicable fees, and the due date. Your automobile insurance expires and coverage ceases at 12:01AM on 07/04/2016. Coverage under this policy will become effective provided you pay the premium and any applicable fees as indicated on the Auto Insurance Renewal Bill. If you have any questions, please contact your agent or broker at the phone number provided above.

MAILED TO:

RONALD MILLIGAN  
 181 WESTMINSTER AVENUE  
 VENTURA, CA 93003

POLICY NUMBER: 0401 04 006154461  
 MAILING DATE: 06/06/2016



## OXNARD SCHOOL DISTRICT WORKERS COMPENSATION INSURANCE CERTIFICATION

I, Wendy Milligan, certify that in the performance of my agreement with the Oxnard School District, Terra Firma Enterprises shall not employ any person in any manner so as to become subject to the Workers Compensation Laws of California.

I agree that should Terra Firma Enterprises become subject to the Workers' Compensation Laws of California during the term of the agreement, I will notify the Oxnard School District and comply with those laws immediately.

  
\_\_\_\_\_  
Wendy Haddock Milligan  
President  
Terra Firma Enterprises

December 15, 2016  
Date



**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 1/18/17

- 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
- X   Support Services
- \_\_\_\_\_ Personnel
- \_\_\_\_\_ Legal
- \_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF AGREEMENT #16-225 – Parsons Constructors Inc. (Cline)**

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At the Board meeting of June 24, 2015, the Board of Trustees approved Agreement #15-43 Project Labor Agreement for the Elm Elementary School Project. The ground breaking ceremony for the Elm Elementary School Project was held on November 4, 2016 and it is now time to bring a Coordinator on board to support the Project Labor Agreement.

RFP #16-50 was issued and published in the Ventura County Star on October 18<sup>th</sup> & 25<sup>th</sup>, 2016. Three responses were received on November 14, 2016. After evaluation, Parsons Constructors Inc., was determined to be in the overall best interest of the district.

**Term of Agreement:** January 19, 2017 through July 31, 2018

**FISCAL IMPACT**

\$49,000.00 – Measure R Bond Funds

**RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #16-225 with Parsons Constructors Inc.

**ADDITIONAL MATERIAL**

**Attached:** Agreement, #16-225, Parsons Constructors Inc. (13 Pages)  
Proposal (44 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #16-225

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of January, 2017 by and between the Oxnard School District (“District”) and Parsons Constructors Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 19, 2017 through July 31, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Forty-Nine Thousand Dollars (\$49,000.00), per not to exceed monthly fees as proposed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
Phone: 805.385.1501, x2401  
Fax: 805.487.2118

To Consultant: Parsons Constructors Inc.  
100 West Walnut Street  
Pasadena, CA 91124  
Attention: Daniel Sloan  
Phone: (206) 295.3303  
Fax: (626) 440.2516  
Email: [dan.sloan@parsons.com](mailto:dan.sloan@parsons.com)

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



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

**OXNARD SCHOOL DISTRICT:**

**PARSONS CONSTRUCTORS INC.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #16-225

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-225**

**SERVICES**

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

**\*PER THE SCOPE OF SERVICES IN RFP #16-50**

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

**\*PER THE SCOPE OF SERVICES IN RFP #16-50**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #16-225

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-225**

**COMPENSATION**

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

Total compensation shall not exceed Forty-Nine Thousand Dollars (\$49,000.00), per not to exceed monthly fees as proposed, unless additional compensation is approved in writing by the District.

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$49,000.00, as provided in Section 4 of this Agreement.**

Not Project Related

Project #16-225

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-225**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #16-225

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-225**

**CONFLICT OF INTEREST CHECK**

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

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

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

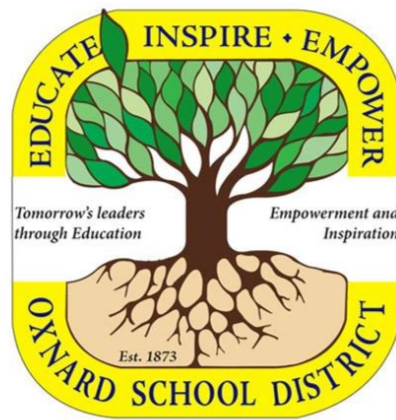
Date: \_\_\_\_\_

By: \_\_\_\_\_

Lisa A. Franz  
Director, Purchasing



**ELECTRONIC**



**REQUEST FOR PROPOSALS No. 16-50**  
**PROJECT LABOR AGREEMENT**  
**COORDINATOR SERVICES**

**SUBMITTED BY:**

**PARSONS**

100 West Walnut Street | Pasadena, CA 91124

Phone (626) 440-3000 | Fax (626) 440-2516

November 14, 2016



# TABLE OF CONTENTS

COVER LETTER (2b)	1
DESCRIPTION OF FIRM (2c)	2
CONSULTANT'S KEY PERSONNEL (2d)	3
CAPACITY & METHODOLOGY (2e)	5
PAST PERFORMANCE (2f)	5
CUSTOMER SERVICE TO OSD COMMITMENT (2g)	17
A. Approach to project labor coordination & management	17
B. Testimonials	24
PROFESSIONAL SERVICE FEES (2h)	29
APPENDICES:	
C. Key Personnel Resumes	
D. Attachment 1: Firm Proposal/Offer Form	
E. Attachment 2: Non-collusion Affidavit Form	







✉ **COVER LETTER** (2b)

November 14, 2016

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

Submitted via hand delivery (1 original; 4 copies)

**Subject: RFP No. 16-50 for Project Labor Agreement Coordination Services**

Dear Ms. Franz:

Parsons Constructors, Inc. (PCI) is pleased to offer this proposal for the Oxnard Unified School District's (OSD) Project Labor Agreement Coordination Services (RFP No. 16-50).

We are assigning an experienced labor relations team to this project with a successful record of administering some of the largest and most complex PLA and Labor Compliance programs in Southern California. We have established partnerships with both the construction unions and contractors at a local, state and national level that will benefit the OSD's construction program. With our past experience, accomplishments and other qualifications described herein, we are confident PCI is the best company able to deliver successful PLA administration services to the OSD.

All correspondence and contract related items shall be directed to Daniel Sloan, PCI Director of Labor Relations & General Manager at 100 West Walnut Street, Pasadena, CA 91124, [dan.sloan@parsons.com](mailto:dan.sloan@parsons.com), direct line (206) 295-3303 or via fax (626) 440-2516. Mr. Sloan is authorized to represent PCI regarding all matters related to the Response including authority to bind PCI contractually.

PCI understands that this submittal is a firm and irrevocable offer, good through December 31, 2016. PCI accepts the terms and conditions in this proposal.

Our experienced PLA administration team is prepared to perform the RFP-defined services and meet the objectives laid out in this proposal. We appreciate the opportunity to present our qualifications for your review.

Sincerely,

Daniel J. Sloan  
Director of Labor Relations & General Manager





## DESCRIPTION OF FIRM (2c)



Founded in 1944, the Parsons Corporation is the largest 100% employee-owned management, engineering, and construction companies in the United States. Parsons conquers the toughest logistical challenges and delivers landmark design-build projects across the globe. Parsons' ability to plan, design, construct, and operate diverse facilities and infrastructure systems has satisfied its clients' needs for more than 70 years. With more than 14,000 employees located worldwide, Parsons teams with an increasingly diverse group of global customers and stakeholders while providing dependable services. Parsons' success is measured one project at a time by exceeding expectations and satisfying its customers.

Parsons Constructors, Inc. (PCI) was founded as a corporation in 1978 and its intent was to provide increased construction capability for the Parsons Corporation. PCI is a wholly-owned subsidiary of the Parsons Corporation with approximately 58 employees nationwide. Due to the high volume of successful union construction projects delivered by PCI over the years, it developed staff with experience and expertise in labor management services. This labor relations expertise and staff continued to grow and is the foundation for the PCI of today, which provides PLA administration, labor compliance and community workforce development services throughout the United States. PCI is headquartered locally in Pasadena, CA with many of its key labor relations personnel and management working in the home office and other various local project locations.

PCI has earned an excellent reputation in the engineering and construction industry for developing and successfully administering Project Labor Agreements and providing labor compliance services on behalf of its clients. The support PCI has provided to large public works construction programs continues to be recognized by our clients as a key element attributed to their successful completion.

Our extensive experience enabled us to develop a proven approach to PLA management and a vast network of labor relations and labor compliance resources both nationally and in Southern California. Our relationships with the area's leading contractors, both union and non-union, are useful assets to our clients. Our solid relationships with the public/private sector clients in the region, unions and contractors undoubtedly contribute to our success. Equally importantly, it is the many years of experience managing and administering Project Labor Agreements for some of the nation's largest and most complex construction programs that set us apart.

PCI expresses interest in proposing its services to the Oxnard School District for the PLA Coordinator services for the rebuilding of Elm Street School to begin in December 2016 for an estimated duration of 18-20 months. This formal proposal will detail PCI's approach and methodology to administer and meet the needs of OSD's PLA.



## CONSULTANT'S **KEY PERSONNEL** (2.2.3)

PCI has the capacity, capability, and flexibility to excel in performing the PLA services in an effective, diverse and multi-faceted manner. PCI will use these professionals to provide the OSD the expertise for all levels of their PLA needs. PCI also has the internal resources to provide the administrative and personnel services necessary to deliver high quality PLA administration services for this RFQ. PCI proposes its cost effective flexible staffing plan that allows team members to support the OSD program part time, which maintains a high level of service at a reduced cost. Ms. Ibanez will be assigned the task of PLA Coordinator and main point of contact for OSD. Mr. Sloan will have a minimal role in project startup and be available for technical support at no cost to the District. If needed, Ms. Oelschlager will be available to support the project on a part-time basis. PCI is currently and properly licensed to perform the requested services.

Our organization is local to Southern California with headquarters in Pasadena, CA where the work will be performed. We know the resources that will be needed in the planned project. One of the greatest strengths that PCI provides is the depth of personnel that can be efficiently responsive to the program. All of our identified key personnel are available to work on the OSD PLA administration team, if selected. Formal resumes for key personnel are included in Appendix.



### **DANIEL SLOAN**

Director of Labor Relations, Program Manager

Mr. Sloan is the Director of Labor Relations and General Manager of Parsons Constructors Inc. He is a certified project manager with more than 13 years of experience as a PLA administrator on multi-billion dollar public works construction programs. Mr. Sloan is the top labor relations executive at the Parsons Corporation, an engineering, construction, technical, and management services firm with revenues of \$3.2 billion in 2015 and nearly 14,000 employees worldwide. He has lead negotiations of several collective bargaining agreements globally, most recently in Singapore. In addition to his internal Parsons' responsibilities as Director of Labor Relations, he is currently the PLA manager at the Port of Long Beach's Middle Harbor Redevelopment Phase 2 & 3 construction program, where he and his team designed and implemented the successful PLA administration program and community workforce development model currently utilized. Mr. Sloan also serves as the Director of Labor Relations for the Los Angeles World Airports (LAWA) PLA, where he and his team recently designed and implemented the "Hire LAX" local and veteran workforce development system. He is also currently the PLA administrator for the Los Angeles Community College District's \$6.2 billion Build-LACCD construction program and he is the program manager for the Pasadena Unified School District's Continuity of Work Agreement. Mr. Sloan's past roles include supporting the Los Angeles Unified School District's \$20.3 billion construction program as PLA administrator from 2003 until 2014. He has a proven track record of achieving stakeholder satisfaction and efficient performance, while demonstrating a passionate commitment to safety, ethics, technical expertise and leadership. He has significant experience managing and integrating teams of labor relations, labor compliance and community workforce development professionals.

Mr. Sloan was recognized by Engineering News Record last year when he received their "Top 20 Under 40" award, which recognized his work as a PLA administrator and labor relations professional in the construction and engineering industry. He graduated from the University of Washington in 2001 with a B.A. in Communications and has since received his Collective Bargaining Studies Certificate from Cornell University. He has completed three different sessions at the Program on Negotiation at Harvard Law School



including negotiating labor agreements, negotiating for senior executives and dealing with difficult people. Mr. Sloan is passionate about his work as the principal of PCI, specifically related to labor dispute resolution and achieving community economic development objectives. If selected, he is excited to use his experience and qualifications to assist the OSD with the successful implementation of its PLA.



**RASIEN IBANEZ**

PLA Administrator

Ms. Ibanez possesses over 9 years of experience in compliance management within public works projects with an emphasis in state and federal labor compliance program monitoring and enforcement, PLA administration, jobs coordination and disadvantaged business enterprise (DBE) monitoring and reporting. Ms. Ibanez has served at a senior level capacity performing LCP, PLA, and DBE monitoring and enforcement activities for a multitude of projects including but not limited to the Port of Long Beach Middle Harbor Phase 2 & 3, various projects for the City of Long Beach, and Los Angeles Community College District.

Ms. Ibanez has gained experience with the administration of PLA services, jobs coordination, and workforce development while working as the PLA Administrator for the PoLB Middle Harbor Phase 2 & 3 projects and the City of Long Beach. She has fostered and built important relationships within the community that include but are not limited to Pacific Gateway Workforce Investment Network, the Long Beach City College Pre-Apprentice program and several local unions which has allowed for proactive and positive contractor compliance in the achievement of community workforce development goals. Additionally, Ms. Ibanez has gained extensive expertise in the field of labor compliance having previously worked for the Los Angeles Unified School District's Labor Compliance Program, where she performed complex audits, prepared cases for DIR administrative hearings, and interpreted upcoming and newly passed laws that had a direct effect on the LCP Industry. She is well versed in the utilization of LCP Tracker for collection, monitoring, and report preparation. Ms. Ibanez would be honored should she be able to provide her experience, expertise and services to the OSD.

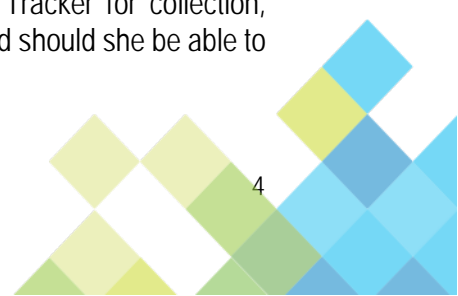


**MANDY OELSCHLAGER**

PLA Administrator

Ms. Oelschlager possesses over 20 years in the construction industry with the last 5 years having an emphasis and focus on Project Labor Agreement Administration and State and Federal Labor Compliance monitoring and enforcement. She has served at a senior level capacity performing PLA and Labor Compliance functions for both contractors and public awarding agencies. Her most recent projects include the Los Angeles Metropolitan Transportation Authority's Crenshaw/LAX Transit Corridor project and the Los Angeles Community College's Build-LACCD program.

Ms. Oelschlager has extensive knowledge in the monitoring and enforcement of California Labor Code Prevailing Wage Laws, California Code of Regulations, Division of Apprenticeship Standards and Federal Davis-Bacon laws. She has performed investigations and detailed audits to ensure contractor compliance with the Department of Industrial Relations requirements and applicable laws. She has developed and presented contractor training materials in order to acclimate new, small, and disadvantaged contractors with a project's PLA and Labor Compliance requirements and has a knack for developing and forging lasting relationships with these contractors. She is well versed in the utilization of LCP Tracker for collection, monitoring, and analyzing of Certified Payroll data. Ms. Oelschalger would be honored should she be able to provide her experience, expertise and services to the OSD.





## PROJECT CAPACITY & METHODOLOGY (2e)

### PROJECT LABOR AGREEMENT (PLA) MONITORING SERVICES

PCI is readily available with a knowledgeable and flexible staff that is prepared to accomplish the required scope of work detailed in OSD's RFP. PCI has a unique cost effective approach and methodology for its PLA administration and labor management services, which incorporates the following components: Labor and contractor relations, education, dispute resolution, enforcement, and community economic development. These important components will be discussed throughout the proposal. PCI's proposed team has extensive experience with each of these components, which allows for a cost effective approach because the team has:

- Existing relationships and partnerships to resolve labor disputes quickly
- Education materials and methods already developed and ready to go to educate stakeholders
- Proven methodology for accomplishing local, disadvantaged and veteran participation goals
- Cost effective flexible staffing plan that allows team members to support the Oxnard School District program part time, which maintains a high level of service at a reduced cost.

PCI has a long history of strong relationships with labor and management at a local, state and national level. Considerable resources are put into fostering and maintaining relationships with all of the construction unions. This includes constant communication with local union representatives and councils, as well as periodic interface with the state and national union leadership. PCI management and staff regularly attend the Building and Construction Trades Department's Annual Legislative Conference in Washington D.C., among other events, to maintain critical relationships with the national construction union leadership and stay informed about big picture issues facing organized labor, which is a benefit to clients. Although PCI maintains its relationships at a national level, we are committed to resolving issues locally, whenever possible, and focusing on building partnerships with local union representatives in the areas surrounding our projects. Our proposed staff has spent many years developing strong relationships with union representatives. These relationships are founded in part as the result of experience, hard work, communication and integrity. Adversity and disagreement are common in the field of labor relations, but PCI has demonstrated during the last 38 years that hard work, good communication and integrity result in a positive relationship and reputation with both labor and management. PCI will further detail its methodology and approach to executing the Project Labor Agreement services and fulfill the requirements and expectations of the Oxnard School District in the "Customer Service to OSD Commitment" section below.



## PAST PERFORMANCE (2f)

### EXPERIENCE AND QUALIFICATIONS

PCI is a nationwide leader in providing labor relations services including PLA negotiations, implementation and administration. PCI has direct relevant extensive experience administering PLAs and monitoring and enforcing Labor Compliance requirements for large scale complex construction programs. PCI's success in performing PLA and Labor Compliance administration services for our clients is founded in both experience and relationships with labor and management locally and nationally. Since 1978, PCI has maintained an active partnership with the Building and Construction Trades Department and each individual PLA-signatory union. Our labor relations teams on projects consistently work with contractors, unions and clients to assist them fully understand the administrative aspects of performing work under a PLA and union master labor



agreements. Although our existing partnerships with labor and management contribute to PCI's success, it is the many years of administering PLAs and performing Labor Compliance monitoring and enforcement on large and complex public works construction programs that set it apart. PCI does not have any disciplinary action being taken or pending in the past three years with any state regulatory bodies or professional organizations.

Some of PCI's successful PLA management and administration experiences in Los Angeles County include:

Client	Scope of Work	Duration
Port of Long Beach – MH Ph 2 & 3	PLA Administration / Labor Compliance	2015 – Current
City of Long Beach	PLA Administration	2015 - Current
Los Angeles Community College District	PLA Administration / Labor Compliance	2014 – Current
Pasadena Unified School District	PLA Administration	2012 – Current
Los Angeles World Airports	PLA Negotiation & Administration	1999 – Current
Los Angeles Unified School District	PSA Administration	2003 - 2014

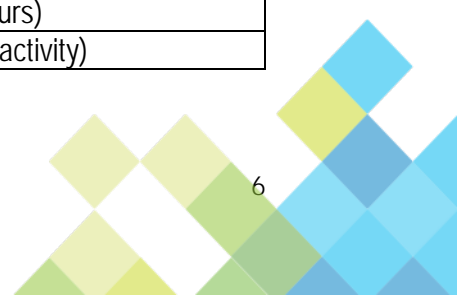
In addition to the projects within Los Angeles County listed above, PCI has successfully performed PLA and/or Labor Compliance administration services for the following clients:

- ✓ San Diego Unified School District
- ✓ Oakland Unified School District
- ✓ Metropolitan Water District
- ✓ San Diego County Water Authority
- ✓ Southern Nevada Water Authority
- ✓ San Francisco Public Utilities Commission
- ✓ Lawrence Livermore National Laboratory
- ✓ Port of Oakland
- ✓ Sea-Tac Airport
- ✓ McCarran International Airport, Las Vegas, NV
- ✓ Port of Los Angeles (Labor Liaison, not PLA or LCP)

In particular, PCI will highlight its recent experience implementing the PLA for the Los Angeles Community College District, Los Angeles Unified School District, Port of Long Beach, Middle Harbor Phase 2 & 3, and the City of Long Beach.

For these three (4) projects, PCI is providing the following data responsive to the RFP section 2f.

Los Angeles Unified School District	
Awarding Body:	Los Angeles Unified School District
Client Contact:	Mark Hovatter, Chief Facilities Executive 333 South Beaudry, Los Angeles CA 90017 (213) 216-5394 Mark.hovatter@LAUSD.net
Scope of Work:	PLA Administration
Dates of Engagement:	2003-2014 (two five year contracts)
Total Hours:	2003-2008 (21,970 hours) 2009-2014 (15,430 hours)
Total Project Cost:	\$20.3 Billion Construction Program (construction activity)





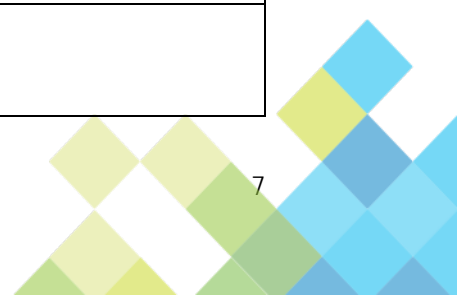
Los Angeles Community College District	
Awarding Body:	Los Angeles Community College District (Build-LACCD)
Client Contact:	Veronica Soto 1055 Corporate Center Drive, Monterey Park, CA 91754 (562) 964-8396
Scope of Work:	PLA & Labor Compliance Administration Services
Dates of Engagement:	2014-Current
Total Hours:	9,212 to date
Total Project Cost:	\$6.2 Billion (Construction Value)

Port of Long Beach Middle Harbor Phase 2 & 3	
Awarding Body:	Port of Long Beach Middle Harbor Phase 2 & 3
Client Contact:	Frank Davidson, Jacobs Engineering (CM for POLB MH Ph 2 & 3) 727 Harbor Plaza Drive, Long Beach CA (253) 370-6608 frank.davidson@jacobs.com  Adriana Ramirez, Port of Long Beach 4801 Airport Plaza Drive, Long Beach CA (562) 283-7210 adriana.ramirez@polb.com
Scope of Work:	PLA & Labor Compliance Administration Services
Dates of Engagement:	2015 - Current
Total Hours:	2,788 to date
Total Project Cost:	\$310 Million (Construction Value)

City of Long Beach – City Wide PLA	
Awarding Body:	City of Long Beach
Client Contact:	Sandy Palmer, City of Long Beach Purchasing & Business Services Manager (Interim) 300 West Ocean Blvd, 7 <sup>th</sup> Floor, Long Beach, CA 90802 (562) 570-6663 Sandy.palmer@longbeach.gov
Scope of Work:	PLA Administration Services
Dates of Engagement:	2015 - Current
Total Hours:	879 hours to date
Total Project Cost:	\$ 28 million annual construction activity

PCI is also providing the following additional references:

Los Angeles World Airports	
Awarding Body:	Los Angeles World Airports
Scope of Work:	PLA Negotiation & Administration
Dates :	1999-Current
Total Project Cost:	\$13.5 Billion (construction activity)
Reference:	Samson Mengitsu 1 World Way, Los Angeles, CA 90045 (424) 646-6251; smengistu@lawa.org





Los Angeles/Orange County Building Trades Council	
Reference:	Ron Miller 1626 Beverly Boulevard, Los Angeles, CA 90026 (213) 483-4222

State Building and Construction Trades Council	
Reference:	Robbie Hunter 1231 Street, Suite 302, Sacramento, CA 95814 (213) 479-8437

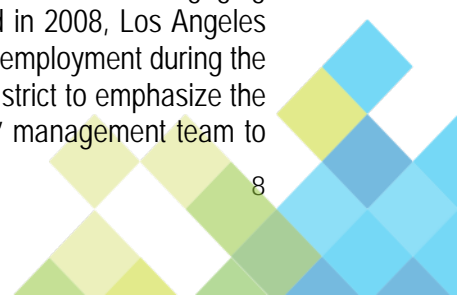
### Los Angeles Unified School District

PCI administered the Los Angeles Unified School District's Project Stabilization Agreement (PSA) for the \$20.3 billion dollar bond-funded construction program from 2003 until 2014. During that time, LAUSD built 130 new schools and completed more than 20,000 school modernization projects without one single day of delay due to labor disputes. PCI mediated the resolution of more than 500 second step PSA grievances and represented the District in all phases of the grievance procedures including arbitration. PCI assisted with both the achievement of the District's local hire initiatives and the Small Business Enterprise Program. PCI assisted the "We Build" pre-apprenticeship program ensure compliance with the 50 percent local hire target set by the Board of Education. As of January 2014, 52 percent of the craft workers on more than 100 active PSA-covered projects resided within the Los Angeles Unified School District boundaries. In addition, PCI taught the PSA training class at the Small Business Boot Camp to ensure the PSA was not an impediment to participation by small, local or emerging businesses. PCI received several certificates of appreciate from the District for its participation in the Boot Camp. As the result of PCI's work at LAUSD, it developed mutually beneficial working relationships with the involved contractors and labor representatives that enabled the District to quickly resolve labor issues without negatively impacting the ongoing construction projects.

PCI supported the LAUSD "We Build" Program by enforcing Section 3.5 of the PSA, which requires 50 percent of each contractor's workforce, by craft, reside within the LAUSD boundaries. As of November 2013, 52 percent of the craft workers employed at more than 100 active PSA-covered contracts are LAUSD residents. In addition, to enforcing PSA Section 3.5, PCI supported the LAUSD "We Build" staff to ensure all parties adhered to the intent of the PSA related to apprenticeship utilization, which includes placing "We Build" graduates in State-approved union apprenticeship programs, emphasizing local hire at Pre-job Conferences and identifying contractors and projects that have a need for additional manpower.

PCI was a participant in the inaugural Small Business Boot Camp in 2004 and has taught the PSA portion of the Boot Camp throughout its time at LAUSD. PCI supported the Small Business Manager with ensuring that the PSA was not a barrier to small business participation. LAUSD exceeded its small business participation goal of 25 percent.

PCI faced Labor Dispute Resolution and local hire challenges on the LAUSD PSA program. Since 2003 more than 500 second step union grievances have been filed under the LAUSD PSA. Nearly all of them were resolved at the second step by the PCI mediation team using the approach described in the *Customer Service Commitment* section of this proposal. Another example of a challenge faced at LAUSD was engaging contractors to meet the PSA's local hire goal. As the Great Recession commenced in 2008, Los Angeles area construction workers began to find themselves out of work after years of stable employment during the construction boom in the earlier part of the decade. It became a necessity for the District to emphasize the 50% local hire requirement of the PSA. The PCI team worked with the "We Build" management team to







implement some of the strategies described in the *Approach to Collaboration with the CED Program* section of this proposal. In 2008, 24 percent of the craft workforce on active new school construction projects resided in the LAUSD boundaries. As of November 2013, more than 52 percent of the craft workforce on active PSA-covered projects resided within the District boundaries, which exceeds the PSA local hire requirement.

### Los Angeles Community College District (Build-LACCD)

PCI is currently the PLA administrator and provides labor compliance consulting services for the Los Angeles Community College District's \$6.2 billion "Build LACCD" construction program. As PLA Administrator and Labor Compliance Officer, PCI is part of the Community Economic Development (CED)/PLA/Labor Compliance Program (LCP) team at Build LACCD. Together with the CED team, PCI assists both contractors and unions achieve the local, disadvantaged and veteran hiring goals. As PLA administrator and Labor Compliance Officer, PCI is responsible for:

- Training and education including formal training sessions for all stakeholders with presentations and handout materials.
- Working with prime contractors and subcontractors to resolve any delinquency in fringe benefit contributions to the appropriate union trust fund and any other PLA compliance issues.
- Attend pre-bid and pre-construction meetings, and coordinate and attend pre-job conferences.
- Administer the PLA labor dispute resolution procedures, including work stoppages, jurisdictional disputes and standard union or employee grievances.
- Assist with the implementation of the community workforce development procedures.
- Monitor both onsite and offsite compliance with prevailing wage law and act as the Labor Compliance Officer for the Build LACCD construction program.
- Coordinate and schedule the Labor-Management Cooperation Committee meetings and the Labor-Management Subcommittee on Apprenticeship meetings.
- Analyze craft worker availability and apprenticeship utilization.

In addition, PCI was part of the CED/PLA/LCP team that implemented specific language in the PLA about providing Los Angeles Trade Technical College "Trade Tech" students and graduates with the opportunity to enter union apprenticeship programs and start their construction careers on Build LACCD construction projects. The entire team partnered with Trade Tech to establish its construction certificate and degree classes as a pipeline for qualified local, disadvantaged and veteran employment candidates. The partnership with Trade Tech resulted in dozens of local worker placements since October of 2014.

### Port of Long Beach – Middle Harbor Phase 2 and 3 & City of Long Beach

PCI currently serves as the PLA administrator and labor compliance consultant for the \$310 million Port of Long Beach Middle Harbor Redevelopment Phase 2 and 3 construction program and as the PLA Administrator for the projects covered by the City of Long Beach's Citywide recently approved Project Labor Agreement. During the recent implementation of the PLA, PCI developed a local model for PLA implementation in Long Beach, which will continue to be implemented at the Port of Long Beach. PCI will continue to foster existing partnerships and create new ones with local community stakeholders and union representatives.

At both the Port of Long Beach and City of Long Beach, PCI developed training and education materials, implemented an online certified payroll system at to track community workforce development goals,



coordinated the initial PLA-required pre-job conference with the local unions and emphasized the local, disadvantaged and veteran hiring goals. In addition, at the Port of Long Beach PCI created a comprehensive client-approved 90 day implementation plan that included the framework for establishing the proper grievance procedures, community workforce development programs, labor compliance program and reporting requirements. PCI echoed its efforts as the PLA Administrator at the City of Long Beach by tracking contractor community workforce development efforts, facilitating PLA pre-job conferences, and continuing to work with and educate contractors on the local, disadvantaged and veteran hiring goals.

At the City of Long Beach, PCI developed materials to educate contractors about the City's recently approved City-Wide PLA. PCI designed and developed a City of Long Beach-approved PLA Fact Sheet that includes custom photographs of City of Long Beach PLA covered projects, basic information about the PLA, community workforce development goals, pre-apprenticeship and City partners, veteran hiring, and contractor frequently asked questions. The PLA Fact Sheet, featured below, will be disseminated at job fairs, pre-bid meetings, placed on the City's website, and distributed to contractors interested in working on projects with the City's PLA. In addition to the PLA flyer, PCI developed customized pre-construction handouts to educate the contractors on the PLA requirements, goals, and monthly submissions.

**CITY OF LONG BEACH  
PROJECT LABOR AGREEMENT  
FACT SHEET**

CITY OF LONG BEACH  
552-570-6300  
LBHurcha@longbeach.gov  
www.longbeach.gov

**LOCAL WORKER PARTNERS & PRE-APPRENTICESHIP PARTNERS**

**Pacific Gateway**  
9997 Atlantic Avenue  
Long Beach, CA 90807  
800-292-7200  
www.pacificgateway.org

**LONG BEACH CITY COLLEGE**  
Construction Pre-Apprenticeship Training  
1305 E. 140th Street Highway  
Long Beach, CA 90806  
562-938-3048  
WFO@lbcc.edu

**PARSONS**  
CITY OF LONG BEACH  
PLA ADMINISTATORS

Updated as of August 16, 2016

To obtain a copy of the PLA, please visit the City of Long Beach at <http://www.longbeach.gov/finance/business/info/compliance/project-labor-agreement/>

**PRIME CONTRACTOR & SUBCONTRACTOR FAQ:**  
CAN NON-UNION PRIME CONTRACTORS OR SUBCONTRACTORS WORK ON CITY OF LONG BEACH PLA-COVERED PROJECTS?  
Yes, non-union prime contractors and subcontractors can work on the City of Long Beach's PLA-covered projects. As a requirement, the PLA Article 2, Section 2.8 (B) requires all non-union prime contractors and subcontractors to sign a subcontractor agreement with the appropriate local union covering the work performed for the applicable project only. Additionally, all prime contractors and subcontractors must sign a Letter of Assent which means they agree to the terms and conditions of the PLA.

**WILL PRIME CONTRACTORS OR SUBCONTRACTORS HAVE TO PAY EMPLOYEE BENEFITS TO THE UNION?**  
No, the PLA, Article 3, Section 3.2 requires all prime contractors and subcontractors to pay benefit costs. Duties for all union benefits and core employees to the appropriate union trust fund and their provider are outlined in the PLA Administration.

**THIS PROJECT IS TIDELANDS FUNDED, HOW DOES THAT AFFECT THE LOCAL HIRING GOALS?**  
In accordance with PLA, Article 3, Section 3.5 (a)(2), where project work is funded in full or in part by State of California Tidelands Funds, 40% of the total worker hours shall be from workers residing within the counties of Los Angeles or Orange. The disadvantaged/veteran goal is 10% of total work hours on the project.

**ARE PLA PROJECTS SUBJECT TO PREVAILING WAGES?**  
Yes, in accordance with PLA, Article 3, Section 3.3, the California Labor Code Prevailing Wage requirements apply to all PLA covered projects.

**CAN PRIME CONTRACTORS & SUBCONTRACTORS USE THEIR OWN WORKFORCE?**  
In accordance with PLA, Article 3, Section 3.2, except as otherwise provided in separate collective bargaining agreements to which the contractor is a signatory, contractors may employ their own employees as long as they meet the "core employee" requirements as follows:

- Has worked on the Contractor's active payroll for 90 of the 100 working days immediately before award of Project Work to the Contractor;
- Possess any license required by the state or federal law of the project to be performed;
- Has the ability to safely perform the basic function on the applicable trade; and
- Who resides within the "a" or "b" tier zip codes as described in section 3.5 (a) for 100 working days immediately prior to the award of Project Work to the contractor.

All prime contractors and subcontractors shall require core employees to register with the appropriate union being bid prior to their first day of employment on the project. Contractors may employ first a member of its core workforce, then an employee through a referral from the appropriate Union Hiring Unit, then a former core employee, then a seasonal union referral and so on until a maximum of five core employees are hired. Thereafter all additional employees must be from the union hall.

**WHERE CAN I FIND A COPY OF THE CITY OF LONG BEACH'S PLA?**  
<http://www.longbeach.gov/finance/business/info/compliance/project-labor-agreement/>

Updated as of August 16, 2016

**PARSONS** CITY OF LONG BEACH PLA Administrator

City of Long Beach – PLA Fact Sheet designed by Parsons Constructors Inc.

As part of the implementation of the local, disadvantaged and veteran hiring goals, PCI forged partnerships and met with various community organizations including union apprenticeship programs, Long Beach City College's construction program and its recent Pre-Apprenticeship Program that utilizes the Building Trades MC3 curriculum, Pacific Gateway, My Brother's Keeper (Southwest Regional Council of Carpenters), Women in Non-Traditional Employment Roles (WINTER), Helmets-to-Hardhats and the STAR program at Jordan High School (Laborers Local 1309).

PCI toured the Long Beach City College (LBCC) Pacific Coast Campus and meets regularly with the construction department faculty to establish a pipeline of Long Beach residents and LBCC graduates for the Port and City of Long Beach construction projects. LBCC and the Los Angeles and Orange Counties Building



& Construction Trades Council have partnered to administer a construction pre-apprenticeship program at LBCC. This multi-week pre-apprenticeship program will use the Building Trades-sponsored Multi-Craft Core Curriculum (MC3) to teach participants building trades math, labor history, training to recognize and prevent hazards in construction sites, first aid and CPR training, and an introduction to the trade industries. PCI will continue to partner with the LBCC pre-apprenticeship program to ensure that local graduates of the program are given the opportunity to start a sustainable career in construction at the Port of Long Beach and City of Long Beach. PCI established a monthly Pre-Apprenticeship meeting with several stakeholders in the Long Beach Community including but not limited to LBCC, Pacific Gateway Investment Network, Port of Long Beach, City of Long Beach, and the LA/OC Building Trades.



Article from the Building Trades News, Issue Feb 2016 as a part of the "Helmets to Hardhats Scores Success at Courthouse" story written about veteran placements at the City of Long Beach with PCI as the PLA Administrators.

PCI initiated a partnership with Helmets-to-Hardhats as part of its 90 day PLA implementation plan at the Port of Long Beach and continued to develop and build the relationship throughout the Port and City Long Beach's covered projects. Helmets-to-Hardhats is a national, nonprofit program that connects United States military veterans with skilled training and quality career opportunities in the construction industry. The program is designed to help military service members successfully transition back into civilian life by offering them the means to secure a quality career in the construction industry. PCI is coordinating how to ensure Helmets-to-Hardhats is successfully used as a pipeline for veterans to start their construction careers on local projects. As an example, PCI has assisted in placing local Long Beach resident and Helmets-to-Hardhats veterans, Edward Sullivan and Oscar Cifuentes. They started their construction career as a laborer apprentices at the City of Long Beach's Courthouse Demolition Project with prime contractor Environmental Construction Group. Upon completion of Edward's work with the City was able to be placed on the Port of Long Beach's Middle Harbor Phase 2 & 3 working for Manson Construction. Upon completion of work at the Courthouse Demolition project, Oscar Cifuentes went on to continue his construction career as a full time employee with Ferma. PCI facilitated this process with the strong support of Laborers Local 1309, Environmental Construction Group, Manson Construction, the City of Long Beach, and the Port of Long Beach.

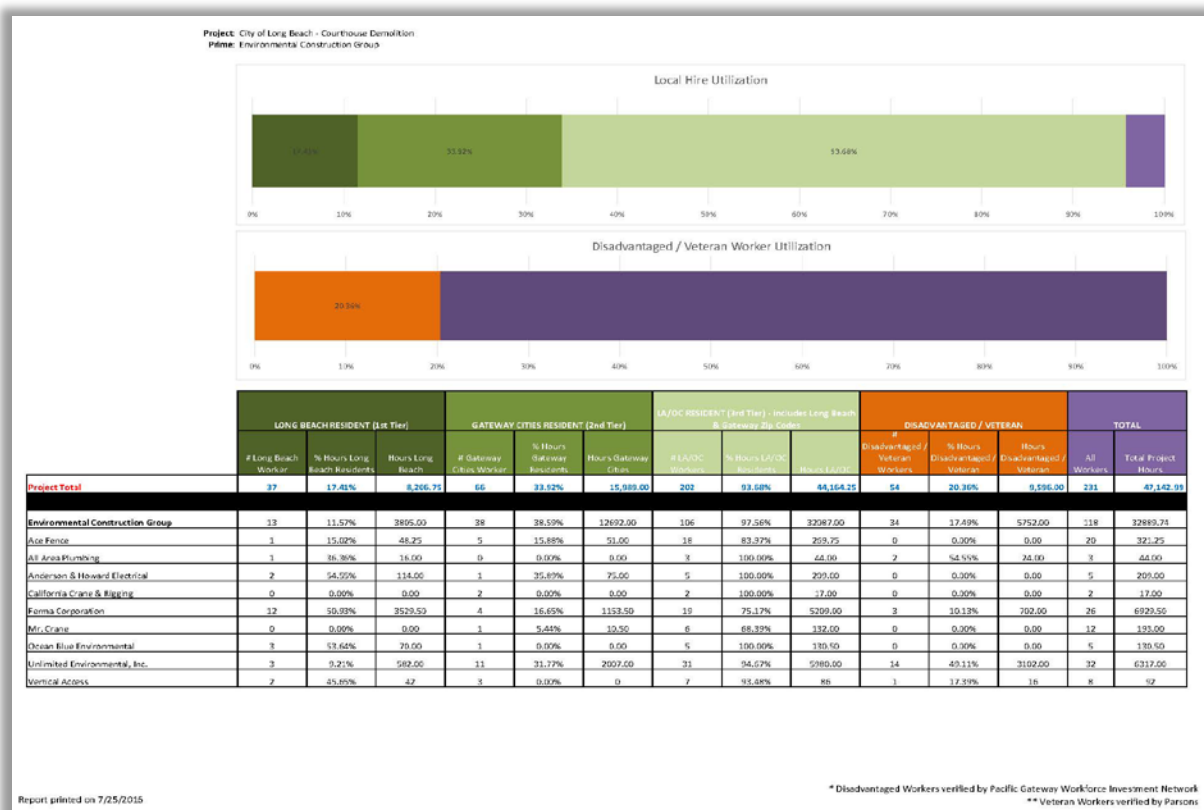
In addition to implementing the local resident, disadvantaged worker and veteran hiring policies, PCI is providing monthly reports to the Port of Long Beach and the City of Long Beach about all aspects of the PLA



administration. This reporting ensures a transparent partnership between all parties and increases accountability among the PLA administration team, contractors, unions and other stakeholders.


The first project released with the new City of Long Beach PLA, administered by PCI, was the Courthouse Demolition project with prime contractor, Environmental Construction Group. The now completed Courthouse Demolition project exceeded its local hiring goal with an attainment of 93.68% of Tier 3 Los Angeles and Orange County residents, 33.92% being from the Tier 2 Gateway Cities, and 17.41% being from the Tier 1 Long Beach zip codes of the 40% overall goal and a verified disadvantaged/veteran attainment of 20.36% of the 10% goal. Prior to the project NTP, PCI played an active role in educating the contractor, connecting the contractor with local unions, Helmets to Hardhats, and local pre-apprenticeship programs to work toward a successful project. PCI continued communication throughout the project and issued monthly reports to all stakeholders to track the status of attainment to ensure overall success. A sample of the monthly report issued below shows overall attainment in the bar graphs and provides number of workers, hours, and percentage detail for each contractor working on the project.

Throughout its time at the Port of Long Beach's Middle Harbor Phase 2 & 3 Program, PCI has had several successes with local hire, disadvantaged and veteran attainment with a multitude of individual success stories. As of August 15, 2016, the first project released under the Middle Harbor Phase 2 & 3 Program, HD-S2367, prime contractor Balfour Beatty Infrastructure, has achieved a local resident attainment of 74.10% of the 30% goal with 14.41% being Long Beach residents, and a verified disadvantaged/veteran attainment of 13.59% of the 10% goal. PCI along with its ongoing strong community and pre-apprenticeship partnerships have worked together to reach these successes.





PCI believes its reporting capabilities along with highlighted individual success stories are an imperative component to the achievement of successful community workforce attainments. A variety of reports are issued to all stakeholders, including the Port of Long Beach, Construction Management Team, and contractors on a monthly basis to provide transparency in achievements and areas for contractor improvement. Below is a sample report from the Balfour Beatty project where the PLA Local Hire and Disadvantaged/Veteran goals are being exceeded.



## Middle Harbor Phase 2 & 3 Community Workforce Development Attainments

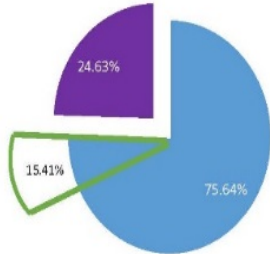
### HD-S2367 Pier E, Middle Harbor Terminal Container Yard / Intermodal Railyard Phase II

**Local Hire**  
The Port of Long Beach's Project Labor Agreement, Article 8, section 8.6.1 states that a minimum of 30% of all hours of project work shall be performed by local residents. Local Resident is defined in Section 2.14 as an individual whose primary place of residence is within the Counties of Los Angeles or Orange.

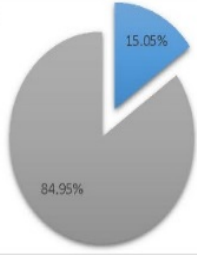
**Disadvantaged/Veteran**  
Article 8, Section 8.6.2 states that a minimum of 10% total work hours shall be performed by disadvantaged workers and/or veterans. These hours may be applied towards the 30% local Resident targeted hiring. Disadvantaged Worker is defined in Section 2.10 as an individual who faces one of the following barriers to employment: (1) being homeless; (2) being a custodial single parent (3) receiving public assistance, including, without limitation, unemployment benefits (4) lacking a GED or high school diploma (5) currently unemployed; (6) emancipated from the foster care system; or (7) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level.

**Middle Harbor Phase 2 & 3 Project**  
The attainments in this report reflect the first of five Middle Harbor Phase 2 & 3 projects, HD-S2367 Pier E, Middle Harbor Terminal Container Yard / Intermodal Railyard Phase II with Prime Contractor Balfour Beatty Infrastructure, Inc.

**Local Hire Attainment**



**Disadvantaged/Veteran Attainment**



	LOCAL			LONG BEACH RESIDENT			DISADVANTAGED / VETERAN			TOTAL	
	# Local Worker	% Hours Local Residents	Hours Local	# Long Beach Worker	% Hours Long Beach Residents	Hours Long Beach	# Disadvantaged / Veteran Workers	% Hours Disadvantaged / Veteran	Hours Disadvantaged / Veteran	All Workers	Total Project Hours
<b>Project Total</b>	317	75.64%	87,033.50	41	15.41%	17,730.00	33	15.05%	17,315.00	460	115,064.75

**PARSONS** | PLA Administrators for the Port of Long Beach Middle Harbor Phase 2 & 3 | May 12, 2016

Additionally, as a form of positive recognition and encouragement to contractors to continue to excel in the local hire, disadvantaged and veteran goals, PCI issues "Local Worker Spotlights" to the Port of Long Beach, Construction Management Team and other viable stakeholders and partners, wherein contractors are recognized for their exemplary efforts to hire, sponsor, and provide opportunities to local Long Beach pre-apprentices and apprentices ready to begin their construction careers. Below are some of the highlighted "Local Worker Spotlights" for placements on the Balfour Beatty project:



**Deonte Brown & Colton Thompson.** Through the collaborative efforts of the LIUNA Laborers Local 1309's Successful Training and Apprenticeship Recruiting (STAR) program, Deont'e Brown, a Long Beach resident and graduate of the STAR program started his construction career as a laborer apprentice working for Balfour Beatty. Additionally, with the partnership of IBEW Local 11 and Dynaelectric, Colten Thompson, a Long Beach resident, veteran, and graduate of IBEW Local 11's two week boot camp began his career as an electrician apprentice working for Dynaelectric.

PORT OF LONG BEACH

MIDDLE HARBOR PHASE 2 & 3



**PARSONS**

PLA Administrators for the  
Port of Long Beach  
Middle Harbor Phase 2 & 3

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Pasadena, California 91124  
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## LOCAL WORKER SPOTLIGHT

Balfour Beatty Infrastructure Inc. and Dynaelectric along with Laborers Local 1309 and IBEW Local 11 are being recognized for recently assisting two Long Beach residents start their construction careers at the Port of Long Beach's Terminal Container Yard / Intermodal Railyard Phase 2 project.



Pictured: L to R: Denny Williams, Balfour Beatty; Andrew Mayorga, Laborers Local 1309; Deont'e Brown, Balfour Beatty; Cesar Larios and Francisco Aragon, Port of Long Beach

**Deont'e Brown – Balfour Beatty Infrastructure Inc. - Laborers Local 1309 Apprentice**

Deont'e Brown is a Long Beach resident and recent graduate from

Jordan High School. During his senior year he participated in the Successful Training and Apprenticeship Recruiting (STAR) program, which is a McCarthy Building Companies, Inc. and LIUNA Laborers Local 1309 partnership that provides Jordan High School seniors exposure to careers within the construction industry. The program is intended for students that may not be on the traditional college-bound path. It shows that they can continue education in construction through apprenticeships while earning prevailing wages. Soon after his high school graduation Deont'e was selected for the Laborers one-week apprenticeship boot camp at their training facility in Azusa. He completed the boot camp and was dispatched the following week to Balfour Beatty to begin his construction career as a Laborer at the Terminal Container Yard/Intermodal Railyard Phase 2 project.

In a recent onsite interview with Deont'e, he conveyed his appreciation for the opportunity. "It's been a blessing to me for real because I really didn't see myself in this position and doing all this from doing just one little program after school," he said. "So it opened my eyes up and I really liked the opportunity that Andrew gave me." Andrew Mayorga is the Laborers Local 1309 representative that coordinated the STAR program on behalf of Laborers Local 1309.

Thank you to Balfour Beatty and Laborers Local 1309 for giving Deont'e Brown this opportunity at the Port of Long Beach.

**Colten Thompson – Dynaelectric - IBEW Local 11 Apprentice**

Colten Thompson is a Long Beach resident and veteran of the United States Navy. Colten moved to California after four years in the Navy and he was given an opportunity to interview with the

International Brotherhood of Electrical Workers (IBEW) Local 11 apprenticeship program. Soon after the interview he was enrolled in the two week IBEW boot camp for new apprentices at the Electrical Training Institute in Commerce. IBEW recently held a boot camp specifically for veterans and Colten was part of that class. He successfully completed the boot camp and was dispatched to Dyna Electric to begin his career as an electrician at the Port of Long Beach a few weeks ago.

In a recent onsite interview with Colten, he was asked what it was like to find out his first job as an electrician was going to be at the Port of Long Beach. He said, "It was relieving. Especially when I found out it was so close to home it was convenient and nice." He went on to say, "Just the couple of weeks I've been here it's been nice. Everyone I work with is pretty chill and I'm thankful to have the job honestly."

Thank you to Dynaelectric and IBEW Local 11 for working together to make this opportunity for Colten possible.



Pictured: L to R: Guillermo Corona and Tony Georgian, Dynaelectric; Colten Thompson, Dynaelectric; Francisco Aragon and Cesar Larios, Port of Long Beach; Joel Bartolo, IBEW Local 11

**August 19, 2015**



**Latasha Thomas.** The successful collaboration of pre-apprenticeship programs and community partners Women in Non Traditional Employment Roles (WINTER), My Brother's Keeper Carpenter Pre-Apprentice Program, and Balfour Beatty Infrastructure, Latasha Thomas, a Long Beach resident started her career as a carpenter apprentice at the Port of Long Beach.



**Latasha Thomas**  
Carpenters Local 630 Apprentice  
Balfour Beatty Infrastructure, Inc.

**Fall 2015**

Latasha Thomas is a Long Beach resident who became interested in a construction career after completing a class for building fundamentals at El Camino College. She sought out programs like Women in Non-Traditional Employment Roles (WINTER) that would help prepare her for a career as a carpenter. After enrolling at WINTER in June 2015, she graduated their 10-Week Pre-Apprenticeship Program and continued on to graduate from the My Brother's Keeper 2-Week Pre-Apprenticeship Program, which is offered by the Southwest Regional Council of Carpenters.

"From the first day Latasha walked into our classroom we knew she was focused on her goal. She was quiet, very reserved, but when it came for the hands-on she really shined," stated Marcus Savage, Instructor and Recruiter at the Southwest Carpenters Training Fund. "People like Latasha are the reason why I love my job. We are empowering the community by providing training and opportunities so they in turn can empower others. This is why these Project Labor Agreements are so important to our communities. Now people in her neighborhood can see her success and that gives them hope and this will make things better for us all."

She recently interviewed with Balfour Beatty and was sponsored into Carpenters Local 630 to begin her career as a carpenter at the Port of Long Beach. In a recent onsite interview with Latasha she was asked about her experience going through these programs. She explained her obstacle of not having personal transportation throughout her enrollment, but she was determined to do whatever it took to succeed. She described her experience attending the My Brother's Keeper Program, "I had to leave at about 2:00 in the morning, catch about three busses to get there, and then I would have to walk about a mile down to get to the training center."

She was happy to learn that all her perseverance paid off when Balfour Beatty sponsored her into the union. "I couldn't even explain how I feel. I was so excited," she said. "...It's been a wonderful experience. There's a lot of things here that I didn't know before and I've learned so much here and I've only been here for about four weeks. We've been going over everything. There are wonderful people here. Everybody is so nice and they're helpful. I love it, honestly."

Latasha expressed gratitude to all those involved with helping her get to where she is today. She said, "I want to say thank you to every single person who helped me because I'm pretty sure without them I wouldn't be here right now. There were a lot of people who worked really, really hard to get me into a place like this and I really appreciate it...I'm going to try my hardest just to do my best every single day."

*Thank you to Balfour Beatty Infrastructure, the Southwest Regional Council of Carpenters, WINTER and the Port of Long Beach for working together to give Latasha Thomas this opportunity.*





**Shawn Wise & Alberto Aguirre.** Through the collaborative efforts of IBEW Local 11 and Dynaelectric, Shawn Wise and Alberto Aguirre, two Long Beach resident electrician apprentices started their construction careers as electrician apprentices working for Dynaelectric at the Port of Long Beach.

## LOCAL WORKER SPOTLIGHT

Pier E, Middle Harbor Terminal Container Yard/Intermodal Railyard Phase 2



Pictured from L to R: Daniel Sloan, Parsons; Alberto Aguirre, Guillermo Corona, Tony Georgian, Andy Becker, and Shawn Wise, Dynaelectric; and Francisco Aragon and Armond Morad, Port of Long Beach.



**PARSONS**  
PLA Administrators  
Middle Harbor Phase 2 & 3



FALL 2015



### Alberto Saavedra Aguirre IBEW Local 11 Apprentice, Dynaelectric

Alberto Saavedra Aguirre is a Long Beach resident who applied to the International Brotherhood of Electrical Workers (IBEW) Local 11 apprenticeship program. He applied in January 2015, passed the written exam, completed the interview, and soon after was enrolled in the two week IBEW boot camp for new apprentices at the Electrical Training Institute (ETI). He successfully completed the IBEW boot camp and was dispatched to Dynaelectric to begin his career as a union electrician at the Port of Long Beach this October.

During a recent onsite interview with Alberto he conveyed his excitement for starting his career as a union electrician at the Port of Long Beach. He said, "Yeah, that's great. It's just a five minute drive at the most. It saves me a lot of money in gas because I was driving far [in his previous job]...The PLAs are great when they have to hire locally."

He expressed that working on this project as a union apprentice is "a great learning experience" and that the IBEW's health and welfare plan will help his family get the medical care they need. In his previous job, he couldn't afford health insurance and was making an hourly wage that was less than he makes now as an IBEW apprentice.

"I do have a couple issues health wise with my children, so usually it takes a long time to even get a referral to a doctor and MediCal just doesn't cover a lot of stuff," he said. "Now I can just go to the doctor and say, here's my kid, he's sick, check him out and they'll tell me right then and there or they'll send me right next door to get an x-ray. I've been waiting on an x-ray for three months for my kid under MediCal and now all that's going to change. It's a great benefit."

*Thank you to Dynaelectric, IBEW Local 11 and the Port of Long Beach for working together to create this opportunity for Alberto Aguirre.*

### Shawn Wise IBEW Local 11 Apprentice, Dynaelectric

Shawn Wise is a Long Beach resident and graduate from nearby Woodrow Wilson High School. He was working as a non-union electrician and heard about IBEW through a family member. He was interested in the opportunities the union had to offer along with the wage and benefit package. A few months after applying to the union, he passed the written exam and interview. He recently completed the IBEW ETI boot camp and was dispatched to Dynaelectric to begin his construction career as a union electrician at the Port of Long Beach this October.

As apprenticeship coordinator for IBEW Local 11, Eric Brown feels fortunate to be a part of the each apprentice's first job call. "With the Project Labor Agreements I'm able to dispatch apprentices close to their home," he said. "I see them take a lot of personal pride with building something that is going to improve their community."

In a recent onsite interview with Shawn, he discussed his journey to becoming an IBEW apprentice: "I played sports my whole life. At Wilson [High School], I played football and ran track. From there I tried the college thing and kind of messed up and my dream didn't come true as far as going to the NFL and things like that...I was working non-union, as well. So coming over, when I heard about IBEW, to me that was like making it to the NFL so that was a dream come true. It was a blessing for me and everyone's proud of me again like how they were when I was playing football. It feels great. I love it."

He also expressed gratitude for the safe working environment and training he is receiving. "From what I was doing, it was dangerous," he said. "I could lose my life any day and right now it doesn't feel that way. It's way different. I feel like I could actually make it home safe today." Shawn expressed pride in his work stating that someday one of his four sons could "...maybe be an electrician, like me."

*Thank you to Dynaelectric, IBEW Local 11 and the Port of Long Beach for working together to create this opportunity for Shawn Wise.*

In conjunction with PLA Administration, PCI also serves as the Port of Long Beach's Labor Compliance consultant. PCI implements a proactive approach in keeping contractors educated and informed on labor compliance matters in an effort to have minimal compliance issues. The continued communication with contractors has allowed PCI to obtain resolutions for most labor compliance issues voluntarily and promptly. PCI's Labor Compliance monitoring and enforcement activities for the Port of Long Beach include but are not limited to:

- Presenting Labor Compliance requirements in pre-bid and pre-construction meetings.
- Collection, review and audit of Certified Payroll Reports and other pertinent payroll documents (i.e. DAS 140, Fringe Benefit Statements, etc.) via an online reporting system and provides monthly status updates to the contractor, Port of Long Beach, and other stakeholders.
- Conducts monthly payroll confirmations as required by the California Code of Regulations, which includes the collection and verification of pay check stubs and cancelled checks and review of monthly union trust fund letters.
- Conducting monthly site visits for ongoing work observations and field interviews which are then compared against the corresponding CPR submissions.
- Providing progress and status reports to the Port of Long Beach which includes apprenticeship status, summary of labor compliance violations, and any resolutions or restitutions made.





## Other Major Local Programs

Since 2012 PCI has administered the Continuity of Work Agreement (PLA) for the **Pasadena Unified School District's** (PUSD) \$350 million Measure TT construction program. PCI is responsible for community workforce development, reporting, labor dispute resolution and administering all aspects of the PLA. As a result of its work at PUSD, PCI formed an important partnership with the Flintridge Center, which is a non-profit organization striving to prepare a local workforce in the construction field by training community members who have faced significant challenges in their lives through the Apprenticeship Preparation Program (APP). The APP is a 240 hour training program, which prepares students for a sustainable career in construction. The people assisted through the APP face challenges that include living in areas that are gang impacted, being previously incarcerated or not completing high school. Through PCI's partnership with the Flintridge Center dozens of PUSD residents and graduates of the APP have started their construction careers at local projects in Pasadena and the surrounding communities. PCI has a proven track record of forming partnerships that result in a beneficial impact to the communities surrounding the construction programs they serve.

PCI has been involved with the **Los Angeles World Airports (LAWA)** since 1999. In conjunction with LAWA, PCI has developed and implemented a labor relations strategy that has contributed to the success of the \$13.5 billion construction program. It is our belief that we effectively administered the policies and procedures established in the Los Angeles World Airports PLA. We accomplished our goal of delivering and maintaining a harmonious relationship between labor and management. Further, we have a unique understanding of the PLA because we negotiated it on behalf of LAWA in 1999 and have administered it since. Hundreds of potential grievances were resolved prior to formal grievances being filed. Since 2010, there has only been 16 Step 2 Grievances. There have been no PLA Step 3 arbitrations and no major work stoppages have occurred due to labor disputes.

PCI recently implemented and branded its "Hire LAX" program which provides local residents access to enroll in comprehensive construction pre-apprenticeship programs offered by select agencies or community partners. Graduates are positioned for placement consideration on LAWA construction projects through the partnership between contractors and local craft unions. PCI has developed presentations and marketing tools to educate the community, interested local residents and other stakeholders to facilitate a fluid process to meet the LAX PLA contractor hiring obligations.



## CUSTOMER SERVICE COMMITMENT (2g)

PCI will detail its unique cost effective approach to performing the services detailed in the RFP and fulfill the requirements and expectations of the District.

**Approach to project labor coordination and management services: Bringing value to clients by focusing on collaboration, partnerships and finding creative, interest-based solutions to labor-management issues with Parsons' core values as the foundation for every decision.**

Through its many years of experience, PCI developed a methodology wherein it focuses on key components including labor and contractor relations, education, dispute resolution, enforcement, and community economic development to work toward a successful PLA with measurable results. PCI is committed to providing high quality customer service and being responsive while implementing OSD's key interests.



## Labor-Management Relations

**Strong partnerships with labor and management both locally and nationally.** PCI has a long history of strong relationships with labor and management at a local, state and national level. Considerable resources are put into fostering and maintaining relationships with all of the construction unions. This includes constant communication with local union representatives and councils, as well as periodic interface with the state and national union leadership. PCI management and staff regularly attend the Building and Construction Trades Department's Annual Legislative Conference in Washington D.C., among other events, to maintain critical relationships with the national construction union leadership and stay informed about big picture issues facing organized labor, which is a benefit to clients.



Pictured from left to right: Dan Sloan, Parsons Director of Labor Relations and General Manager of PCI, Hilda Solis, Former US Secretary of Labor, and Jim Nobles, PCI VP and Global Director of Labor Relations at the 2012 National Building Trades Legislative Conference in Washington D.C.

**Joint Labor Management.** PCI will establish and co-chair the Labor Management meetings to be held at a quarterly as required by the OSD PLA. The Labor Management meetings will include an agenda, prepared by PCI wherein input is received by the unions, OSD and other stakeholders. PCI will prepare and present community workforce data to include local hire, disadvantaged, and apprenticeship attainments for all active OSD PLA covered projects. All necessary follow up items will be completed and a report of the meeting's activities will be presented to OSD.

**Resolving labor disputes at the lowest level possible.** Although PCI maintains its relationships at a national level, we are committed to resolving issues locally, whenever possible, and focusing on building partnerships with local union representatives in the areas surrounding our projects. Our proposed staff has spent many years developing strong relationships with the union representatives who cover the OSD community. These relationships are founded in part as the result of experience, hard work, communication and integrity. Adversity and disagreement are common in the field of labor relations, but PCI has demonstrated during the last 37 years that hard work, good communication and integrity result in a positive relationship and reputation with both labor and management. We have successfully demonstrated that we are able to resolve most labor disputes quickly at the lowest level possible.

**Relating to and understanding the approach of construction contractors.** As a construction contractor, we understand the labor-management challenges faced by contractors working under a PLA. Our unique perspective as a construction contractor helps us relate to contractors and management during the project. This understanding builds credibility with the construction contractors and project staff. Our extensive experience as a PLA manager and administrator in Southern California and nationwide has resulted in strong relationships with many of the local general contractors and subcontractors. PCI's existing relationships and strong reputation amongst labor and management will allow us to successfully administer the PLA, if selected.

In summary, PCI is a successful PLA administrator in part because of our established relationships with contractors and local construction unions in California. We are committed to resolving labor issues at the lowest level possible. Our relationship with the National Building and Construction Trade Unions and their leadership is also an asset to our clients. Lastly, it is our experience negotiating and managing PLAs similar to the OSD PLA on some of the nation's largest construction programs that set us apart.



Other examples of our approach to labor management services include:

- Maintaining national agreements with the fourteen largest Building and Construction Trades Unions in Washington D.C., giving us experience in negotiating and administrating on a national, regional, and local basis throughout the country.
- Organizing meetings on behalf of clients in Washington D.C. with the leadership of the National Building and Construction Trades Department and Carpenters Union.
- Interfacing daily with local unions in the Los Angeles, Ventura and Oxnard area about labor issues.
- Emphasizing communication and responding promptly to union communications or inquiries and maintaining open lines of communication with all unions.
- Meeting and interfacing with the Los Angeles and Orange Counties Building and Construction Trades Council and Ron Miller on a regular basis.
- Meeting and interfacing with the leadership of the Southwest Regional Council of Carpenters.
- Using our strong relationships with construction unions and contractors to assist clients achieve their community economic development goals and other project objectives.

## Community Economic Development

PCI has extensive experience implementing and supporting community economic development programs as a PLA administrator as outlined in the firm experience section of this proposal. As the PLA administrator PCI will implement the OSD PLA community workforce development policies by using its existing relationships with unions, contractors and community organizations to assist with achieving the goals related to:

- Hiring of local residents
- Veterans  
Utilization and partnerships with specific pre-apprenticeship programs for referral to labor management apprenticeship programs
- Required use of the Craft request form
- Required partnership with Helmets to Hardhats

In close coordination with each of PCI's client community workforce development programs, PCI developed several strategies to assist with achieving community workforce development goals. The first key to PCI's success is proactive and passionate education of all stakeholders about the local resident, disadvantaged worker and veteran participation requirements and how to accomplish them. The contractors, unions, community leaders, client staff and other partners must understand the goals and labor strategy in order to achieve the worker participation targets. PCI understands it takes a team effort to achieve the community workforce development participation goals with intensive training and collaboration with the local construction industry stakeholders.

Concurrently with commencing the proactive education of stakeholders and defining expectations, PCI will implement an innovative method for tracking detailed data related to the community workforce development goals. If approved by OSD, this will be accomplished by implementing an innovative online certified payroll system to track and report craft worker demographics. PCI staff will work closely with OSD to report and analyze local hire data at each construction project on a monthly basis or more often depending on the level of construction activity. PCI will require contractors to use the PLA Craft Request Form when requesting manpower from a union hiring hall, which will ensure the union dispatch office is aware and cognizant of the OSD's local hire and veteran requirements.



**Recognition and Enforcement.** Based on the results of the monthly reporting PCI will identify high and low performing contractors and implement a “carrot and stick” approach with both the contractors and unions. Contractors and unions who exceed the community workforce development goals will be formally recognized by OSD for their performance. PCI will offer advice to OSD based on experience about the best practices for using best value contracting and contractor prequalification to incentivize exceptional local hire performance. PCI will assist low performing contractors to produce a Community Workforce Development Recovery Plan, which is a response to questions that outlines the contractor’s labor strategy for reaching the community outreach/workforce development goals.



PCI PLA and Labor Compliance Team on the Port of Long Beach Middle Harbor Phase 2 and 3 with local Long Beach apprentices.

Top: Juan Alcaraz, Local Resident Apprentice; Rasien Ibanez, PCI PLA & LCP

Bottom: Dan Sloan, PCI PLA & LCP, Shawn Wise and Alberto Aaguire, Local Resident Apprentices.

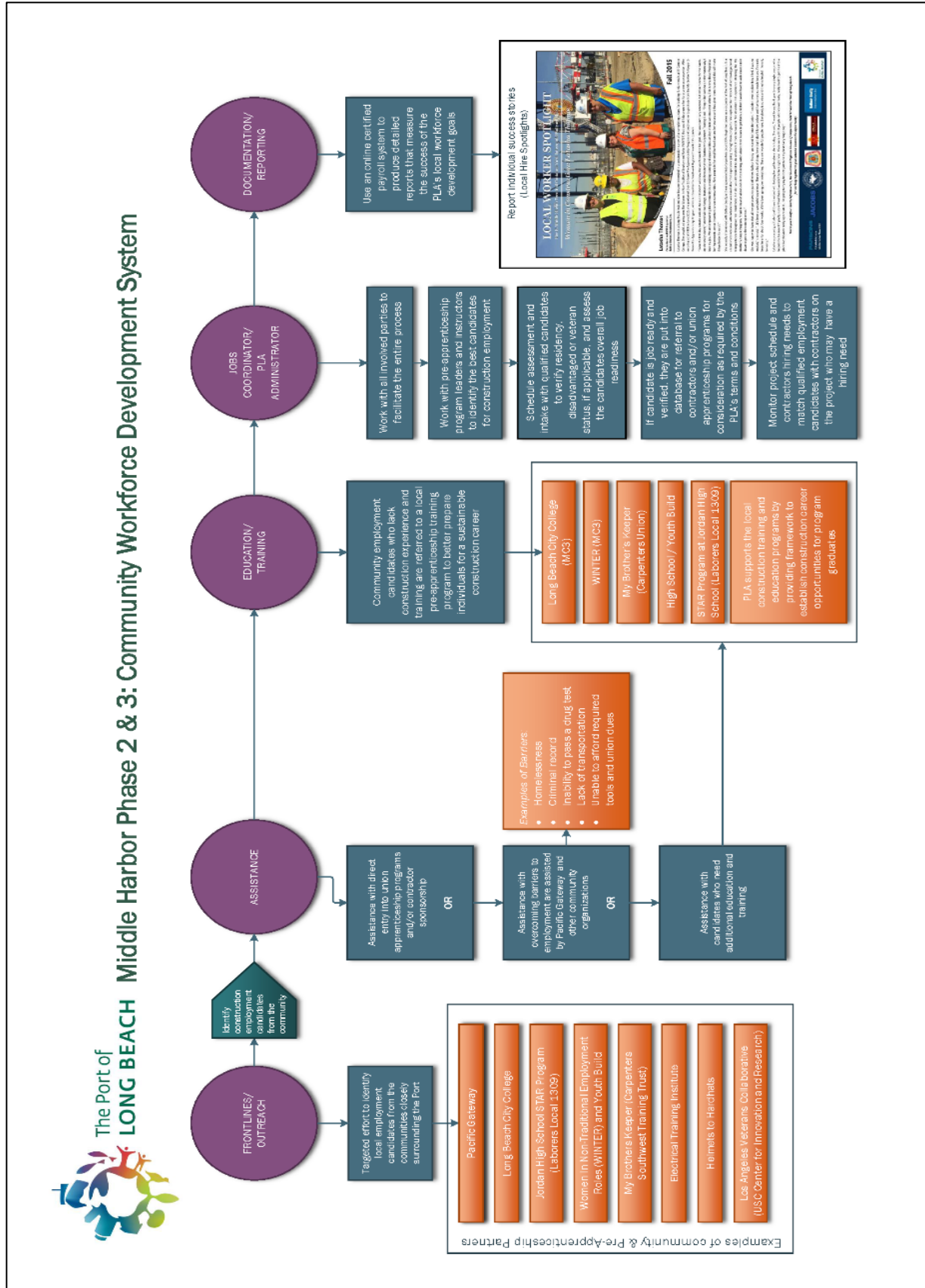
**Boots on the Ground.** Although the aforementioned strategies for supporting the community workforce development program are important, there has been nothing more critical to community workforce development success than putting boots on the ground. At PCI this means putting on the PPE and showing up at the jobsites to work with project teams, craft workers and unions on a regular basis to convey our passion for supporting the community workforce development program at a grassroots level and achieving the goals set forth in the PLA.

PCI is committed to continue putting our boots on the ground at OSD and implementing the community workforce development programs with our experience, labor-management relationships, passion, hard work, and emphasis on a safe work environment. PCI’s Director of Labor Relations and General Manager, Daniel J. Sloan, and the PCI team have demonstrated a passionate commitment to administering community workforce development programs when acting as PLA administrator for other large public works construction programs. The team firmly believes in the local hire concept: The residents of the communities served by PoLB should be able to participate and have access to the construction jobs created by the program.

Further, PCI will support the community workforce development program by participating in all phases of the outreach, training and placement process of local and veteran workers. PCI understands the collaboration necessary to achieve the desired participation goals – it requires both unions and contractors to work together.

PCI has developed and implemented a successful Community Workforce Development System workflow at its current client, the Port of Long Beach Middle Harbor Phase 2 & 3 projects for the placement of community candidates that are ready and prepared to begin their construction careers. As a sample, the detailed flowchart on the following page follows the coordination efforts involving all stakeholders, from the frontlines and outreach through the placements and individual success stories. PCI plans on utilizing and continually enhancing its methodology to provide individual successes on the OSD PLA.







In addition, PCI's best practices include:

- Analyze certified payroll record data to identify contractors who are not hiring enough local or veteran workers. Once identified, use "carrot and stick" approach and "boots on the ground" strategy to compel contractors to sponsor apprenticeship candidates and/or hire additional local apprentices from the appropriate labor-management apprenticeship program.
- Conduct outreach efforts to identify local or veteran employment candidates who are interested in a construction career. Once identified, assist the candidate enter an appropriate pre-apprenticeship training programs. If candidate is ready to commence directly into the union apprenticeship program PCI will assist with facilitating the application process.
- Emphasize the employment and contracting programs and goals with the participants and all contractors at each PLA Pre-job Conference. As part of PCI's extensive PLA Pre-job Conference process, the contractor's labor strategy will be reviewed and the community workforce development objectives will be conveyed and emphasized.

## Training and Education

PCI's approach to mitigating and resolving grievances starts with the proactive education of all stakeholders. PCI emphasizes training and education of contractors and teaching them how to successfully perform work under the PLA so grievances are avoided. PCI's approach to labor dispute resolution emphasizes preventing grievances by ensuring contractors understand the PLA and labor requirements prior to bidding work. In addition, PCI periodically teaches a PLA training class at Los Angeles Trade Technical College for contractors and other industry stakeholders to educate them about how PLAs work. PCI will conduct similar training programs at OSD, if requested.

PCI responds on a day-to-day basis to inquiries from clients, contractors and unions. These informal conversations and training sessions ensure questions are answered promptly and result in continued relationship-building with clients, contractors and unions involved with the local project. PCI attends all pre-bid and pre-construction meetings to meet with the contractors and present information regarding the Project Labor Agreement. Additionally, PCI attends weekly construction meetings as needed to actively engage the contractor and discuss current PLA status to ensure compliance and provide ongoing technical support.

## Labor Dispute Resolution/Compliance

Although PCI is adamant that proactive education and training is the best way to avoid grievances, some labor disputes are unavoidable. When grievances do occur PCI is careful to remain neutral and process the grievance in accordance with the specific terms of the PLA. It is the PLA Administrator's role to mediate and facilitate resolution to the grievance and PCI's staff is trained in several methods of dispute resolution, which include interest based bargaining and adaptive negotiation. PCI encourages contractors and unions to resolve labor disputes at the lowest level possible and encourages communication between the parties. Since 2003, PCI staff has resolved more than 500 PLA grievances at step 2 or higher, and acted as lead representative for clients throughout the grievance process, including arbitration.

PCI constantly consults with its clients' management teams and legal counsel, when necessary, during the dispute resolution process to address any interpretational questions or other issues that arise that could impact the construction program. PCI has a proven track record of resolving grievances and administering dispute resolution procedures on public works construction programs, which is demonstrated by:



- Documenting grievances, jurisdictional disputes and conflicts in both electronic databases and a detailed filing system.
- Interfacing constantly with both the local unions and contractors about potential grievances.
- Emphasizing resolution of labor problems before the filing of a formal grievance becomes necessary.

**Union Jurisdictional Disputes.** One of the most divisive issues in the field of construction labor relations today is union jurisdictional disputes. Prior to and during the course of the project, one or more pre-job conferences will be held. The objective is to give the trades an opportunity to agree on the assignments for the work involved. PCI facilitates these discussions to resolve as many issues as possible prior to the construction operation commencing. PCI has a detailed pre-job conference form template that each prime contractor must use to convey the required scopes of work and union jurisdictional work assignments.

PCI has developed innovative procedures to minimize jurisdictional disputes. This includes a suggested window of 14 days given to the contractor after the PLA Pre-job Conference with the unions. This window allows unions who are claiming the proposed work assignments to submit their justification for that work. After the suggested 14-day window, the contractor will then review any unions submittals justifying their jurisdictional claim and either change the work assignment or keep the original, making them permanent. Should the unions still choose to challenge the work assignment, they must follow the procedures for the resolution of jurisdictional disputes as outlined by PLA Article VIII, which requires the parties to the PLA to adhere to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("Plan").

Additionally, PCI's knowledge of the jurisdictional agreements between crafts and PCI's role as a third party advisor and mediator help both the contractors and unions resolve their jurisdictional differences prior to the work commencing. Should an issue arise during the course of construction, the documentation required by PCI and provided by the prime contractor at the earliest stages of each construction contract ensures that the participating parties clearly understand the scope of the project and the corresponding union work assignments. Lastly, PCI has an excellent working relationship with some of the union jurisdictional representatives, and also Plan Administrator Richard Resnick in Washington D.C.

**Work Stoppages and Lockouts.** One of the major drivers behind public sector PLAs is the formal assurance from construction unions and contractors that work will not be disrupted due to labor disputes. As a PLA Administrator, PCI has proven track record of avoiding work stoppages due to labor disputes on major public works construction programs. The following are two examples of PCI's experience working with work stoppage procedures within the framework of a Project Labor Agreement:

- In June, 2006, the Southwest Regional Council of Carpenters decided to strike and picket a major general contractor in Southern California over a collective bargaining dispute. The general contractor was building two new high schools for the Los Angeles Unified School District at the time, where PCI was the PLA Administrator. PCI administered the PLA's work stoppage procedures, including the "24 hour arbitrator" to ensure that work continued on both projects.



The completed LAUSD New High School #9, where the efforts of the Parsons PSA management team helped keep work going during the crane operators strike in the Summer of 2007.



- In July, 2007, a wildcat strike occurred within the ranks of the mobile crane operators unit of the Operating Engineers Local 12. PCI had several construction projects covered by PLAs that would have been shut down if not for the work stoppage sections of the applicable PLAs. PCI worked closely with the Operating Engineers at a local level to ensure that new crane operators were dispatched to the site immediately. PCI also worked in close coordination with the general contractors to make sure they had a thorough understanding of the work stoppage procedures in the PLA. LAUSD New High School #9 was a project that would have been affected most by the strike, but LAUSD and PCI management worked closely with them and their mobile crane operator subcontractors to ensure that new operators were immediately requested and dispatched to the jobsite.

PCI's approach to these types of crisis labor situations focuses on collaboration and communication. PCI management quickly notified client management and legal counsel, and followed all of the appropriate procedures as outlined in the applicable PLAs. PCI has a "drop everything" approach when responding to work disruptions or major labor issues, meaning we immediately make resolving the major labor issue our number one priority and respond quickly to ensure project work is not disrupted.

### Summary of Key Strategies for PCI PLA Administration Methodology

- **Importance of Existing Partnerships:** Utilizing existing relationships with unions and contractors to minimize labor disputes and resolve issues at the lowest level possible.
- **Importance of Community Workforce Development:** Track the progress of achieving local hire goals by utilizing an online certified payroll system, if available. Utilize existing partnerships with union apprenticeship programs, community-based pre-apprenticeship programs and contractors to ensure the local hire goals are achieved.
- **Pre-job Conferences:** Conduct a detailed PLA pre-job conference with the involved contractors and unions prior to the start of work to resolve union jurisdictional disputes, discuss project details, emphasize local hire goals and ensure a successful labor strategy is in place.
- **Reporting and Accountability:** Implement and manage an extensive system that allows the PLA administrator to measure the success of the project and identify areas for improvement. This includes detailed databases for community workforce development reports, recording grievances, Letters of Assent, project files and other PLA-related documents.

### TESTIMONIALS

PCI is providing testimonials from its client's and partners that can attest to Mr. Daniel Sloan's experience, expertise and professionalism in administering PLAs.

Testimonials are included from:

- Los Angeles Unified School District
- San Diego Unified School District
- The Flintridge Center





**LOS ANGELES UNIFIED SCHOOL DISTRICT**  
*Facilities Services Division*

Engineering News-Record  
Top 20 Under 40 – California Edition  
Two Penn Plaza, 9th Floor  
New York, NY 10121

September 10, 2014

Re: Recommendation for Dan Sloan for *Top 20 Under 40*

I am writing in support of Mr. Dan Sloan’s nomination for Engineering News-Record’s *Top 20 Under 40* Award. I have known Dan and have had the pleasure of working with him at the Los Angeles Unified School District (LAUSD) for over 10 years.

In 2003 Dan assumed responsibility for managing the Project Stabilization Agreement (PSA) at the LAUSD. In this capacity, he played a key role in our labor relations and community workforce development. Dan’s leadership, professionalism, and expertise for the past 10 years significantly contributed to the overall success of our \$20 billion bond-funded construction program.

Dan and our team mediated and negotiated the resolution of over 500 union grievances. Dan represented the District throughout all phases of the grievance process including arbitration; educating stakeholders about labor agreement compliance; and serving as liaison between the unions, contractors and other key stakeholders. He developed mutually beneficial working relationships with our contractors and labor representatives that enabled the District to quickly resolve labor issues without negatively impacting ongoing construction projects.

During Dan’s tenure as PSA Manager, the LAUSD built 130 new schools and completed over 20,000 school modernization projects. Under his administration of the PSA there has not been one single day of delay in any of our projects due to labor disputes. Our program has become the national standard for PSA programs and is often cited as an example when organizations initiate such a program.

In his capacity as PSA Manager he was also instrumental in our local hire initiatives and Small Business Enterprise Program. He assisted with our “We Build” Program to ensure compliance with the 50% local hiring target set by our Board of Education. He is well-respected by the building trades, as well as the contractors they serve.

Dan is one of those exceptional individuals who can communicate effectively with people at all levels while working under extremely challenging circumstances to “get the job done.”

Dan is most deserving of the *Top 20 Under 40* Award and I recommend him for this honor without reservation. If you should need additional information or have any questions whatsoever, please do not hesitate to contact me. I can be reached at [Mark.Hovatter@lausd.net](mailto:Mark.Hovatter@lausd.net) or on my cell phone at (213) 216-5394.

Sincerely

  
Mark Hovatter  
Chief Facilities Executive

Los Angeles Unified School District - Facilities Services Division:  
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017  
Telephone (213) 241-4811 • Fax (213) 241-8384



**San Diego Unified**  
SCHOOL DISTRICT

**George A. Harris, III**  
Director, Fiscal Controls and Information Systems  
Facilities, Planning and Construction  
P - 858.637.6269  
F - 858.573.5880  
gharris@sandi.net

September 18<sup>th</sup>, 2014

Engineering News-Record  
Top 20 Under 40 Contest – California Edition  
Two Penn Plaza, 9<sup>th</sup> Floor  
New York, NY 10121

To Whom It May Concern:

I enthusiastically support Dan Sloan's nomination for Engineering News-Record's "Top 20 Under 40" competition. Since 2010, Dan has acted as a lead project manager in support of the San Diego Unified School District's \$5.2 billion bond-funded construction program. Specifically, he provides labor relations support to the construction program and assists with the management of the District's Project Stabilization Agreement, reporting directly to me. Dan possesses the unique combination of education, experience and leadership qualities that ENR is looking for.

Dan is not only a team member, he is a true leader and enhances the labor relations team every time he represents the District. He is a highly polished and productive project manager and he is an asset to the program. He possesses broad and deep knowledge and experience in the field of construction labor relations.

Dan conducts his work with loyalty to the District and with integrity. He can be counted upon to follow-up on tasks and do so with enthusiasm, energy and expertise. He presents a knowledgeable, patient demeanor that sets a positive and productive foundation for the working relationship. He is completely client-focused in conducting activities on behalf of the District and is a consummate professional. He anticipates problems and solves them, always after consultation with me and obtaining my approval. Dan is reliable and can be counted upon to give consistently helpful advice when asked to suggest solutions. He has earned the respect of our union partners and has been well received by the contractor community in San Diego.

For the reasons stated above I support Dan's nomination for the "Top 20 Under 40" competition. Please do not hesitate to contact me with any questions.

Sincerely,

George A. Harris, III  
Director, Fiscal Controls and Information Systems

FACILITIES PLANNING & CONSTRUCTION :: 4860 Ruffner Street, Room 5, San Diego, CA 92111 :: [www.sandi.net](http://www.sandi.net)



September 10, 2014

Engineering News-Record  
Top 20 Under 40 Contest – California Edition  
Two Penn Plaza, 9<sup>th</sup> Floor  
New York, NY 10121

Re: Support for Nomination of Parsons' Daniel J. Sloan

To Whom It May Concern:

I am writing to you today with news about an extremely rewarding and professional relationship that we have with Dan Sloan, Labor Relations Manager at the Parsons Corporation. We are in support of Dan's nomination for the "Top 20 Under 40 Competition" because he is using his education, industry experience, professional relationships and strong leadership qualities to make a positive impact on the greater Pasadena community.

It has been a pleasure to work with Dan for nearly a year in his role supporting the Pasadena Unified School District's \$350 million Measure TT construction program. Our organization, the Flintridge Center, is a local non-profit which is developing a local workforce in the construction field by training community members who have faced significant challenges in their lives through the Apprenticeship Preparation Program (APP). The APP is a 240 hour semester-long course that we coordinate at Pasadena City College, which prepares students for a sustainable career in construction. The people we assist through the APP face challenges that include living in areas that are gang impacted, being previously incarcerated, or not completing high school. As you might imagine, this is extremely complex work so we have to be highly resourceful and determined in order to find construction jobs for our graduates.

This is where Dan Sloan has made a huge impact! He is an indispensable partner and advocate for assisting our graduates to get started on their path to a career in construction. Certainly we all have tasks and responsibilities that our jobs require of us, but what I admire about Dan is the leadership and tenacity he displays when he goes about them. After we meet with contractors or labor organizations he immediately follows up with them so that they honor their commitments to hire our graduates and place them into construction apprenticeship programs. In addition, he communicates with them regularly to check on the status of the hiring process and to iron out any problems that arise. Dan utilizes his extensive construction industry experience and professional relationships with labor and management to assist our graduates to find jobs and commence with their construction careers.

236 West Mountain Street, Suite 106, Pasadena, CA 91103 Tel 626.449.0839 Fax 626.449.4556 [www.Flintridge.org](http://www.Flintridge.org)



What also impresses me about his approach to his work and our relationship is that he actually cares about our constituents. As an example he has traveled to several job sites to welcome our program graduates to those projects and to ask them how they are doing so far. I would imagine most people in his position would not make the effort to drive to construction sites, don their PPE and then walk around the project looking for one recent hire.

Dan is caring and respectful. Responsible and hard working. I cannot imagine a better candidate for this particular award as he exceeds the criteria in every category.

At a recent APP class graduation Dan was the keynote speaker and told his story of growth and development as a young man just out of college. While it was not the exact scenario as our students, they could all relate to him and how he adjusted his path in life after overcoming personal challenges. We were proud to have Dan as the guest speaker for that important event because he embodies all of the characteristics that we desire to see in our students. He inspires our graduates not only with his words, but every day with his actions.

I fully support his nomination for this award. Please let me know if you have any questions about our relationship with Dan and how his work has improved the lives of many of our APP students and their families in the Pasadena community.

Respectfully,

Brian Biery  
Director of Community Organizing  
Flintridge Center



PROFESSIONAL SERVICE FEES (2h)

Key Staff Personnel	Project Assignment	Hourly Rate
Daniel Sloan*	Program Manager	\$0.00
Rasien Ibanez	PLA Administrator	\$129.00
Mandy Oelschlager	PLA Administrator	\$109.00
Additional Support	PLA Coordinator	\$109.00

The cost for RFP No. 16-50, including labor and ODCs, shall not exceed \$49,000.

\* Mr. Sloan will have a minimal role in project startup and be available for technical support throughout the life of the project at no cost to the District.

PCI recognizes the importance of providing efficient and economical services to the Azusa Unified School District. Our flexible staffing plan will allow our individual team members to support the OSD part time during the ebbs and flows of the OSD construction program. This flexible staffing plan and limited involvement from the program manager will reduce cost to OSD, while still delivering the quality services and experienced team we're proposing. The billing rates are inclusive of all costs, overhead, general administrative costs, mileage and travel, materials, labor, indirect and direct costs, fees, profit, etc.

**Other Direct Cost (if necessary):** LCP Tracker online Certified Payroll Reporting software can be provided to the OSD at the direct LCP Tracker cost. PCI will not markup LCP Tracker's cost to utilize this software on the OSD Elm Street School Rebuild OSD PLA project. The cost will vary based on the project contract size and will be charged annually.



# APPENDICES



# EXHIBIT A: KEY PERSONNEL RESUMES



# Daniel J. Sloan

## DIRECTOR OF LABOR RELATIONS & GENERAL MANAGER

### PARSONS

100 West Walnut Street  
Pasadena, CA 91124

#### YEARS OF EXPERIENCE

13

#### EDUCATION & CERTIFICATION

- Bachelor of Arts, University of Washington
- Collective Bargaining Studies Certificate, Cornell University
- Project Management Certification, Parsons
- 10-Hour Construction Safety and Health, OSHA

#### COURSEWORK, TRAINING & RECOGNITION

- Engineering News Record California's Top 20 Under 40 Competition Winner for 2015
- Negotiating Labor Agreements, Harvard Law School
- Negotiation for Senior Executives, Harvard Law School
- Dealing with Difficult People and Difficult Situations, Harvard Law School
- Adaptive Negotiations Program, Lore International Institute
- Certification of Appreciation, LAUSD Small Business Bootcamp

#### AFFILIATIONS

- Advisor, Apprenticeship Preparation Program Advisory Council, Flintridge Center
- Board of Directors, Treasurer, Women in Non Traditional Employment Roles (WINTER)
- Member, Construction Management Association of America

#### SUMMARY OF RELEVANT QUALIFICATIONS

Mr. Daniel (Dan) J. Sloan is the director of labor relations and general manager of Parsons Constructors Inc. He is a certified project manager with more than 13 years of experience as a labor relations professional on multi-billion dollar capital improvement programs. He has a proven track record of achieving stakeholder objectives, while demonstrating a passionate commitment to safety, ethics, technical expertise, collaboration and leadership on large and complex public works construction programs. He has significant experience managing and integrating teams of labor relations, labor compliance and community workforce development professionals. Mr. Sloan is the top labor relations executive at the Parsons Corporation, an engineering, construction, technical, and management services firm with revenues of \$3.2 billion in 2015 and nearly 14,000 employees worldwide.

#### KEY CLIENT LIST

- Los Angeles World Airports (LAX), current
- Los Angeles Community College District, current
- Port of Long Beach Middle Harbor Phase 2 & 3, current
- City of Long Beach, current
- Pasadena Unified School District, current
- San Diego Unified School District, current
- Los Angeles Unified School District, 2003 through 2014
- Port of Los Angeles, 2014

#### WORK EXPERIENCE

- Chief advisor to both Parsons and its clients about labor plans and strategies related to Project Labor Agreements and labor relations.
- Lead negotiator, mediator, and participant during grievances, labor disputes, arbitrations and contract negotiations.
- Acts as program director and account representative. Negotiates and manages the Parsons' contract with clients to provide labor relations services, including managing personnel, finance, and contract terms.
- Manages multiple project teams providing PLA administration services, community workforce development and/or labor compliance services.
- Cultivates and maintains local and national relationships with clients, unions, and contractors.
- Develops new business with external clients for labor-management services and provides internal labor relations support for Parsons including negotiating labor agreements and developing innovative labor strategies.
- Designs and conducts periodic PLA training and certifications classes for contractors, owners and small businesses.
- Successfully administers PLA dispute resolution procedures by negotiating, mediating, and resolving hundreds of grievances between unions and contractors, including scheduling and participating in labor arbitrations and preventing jurisdictional disputes.



WORK EXPERIENCE (CONT.)

- Works with local residents, veterans and underrepresented populations to ensure their involvement in the construction program and achieve project inclusion objectives.
- Oversee the production of detailed reports about local hire participation and achievement of community workforce development objectives.
- Serves as liaison between clients and outside agencies, contractors and the construction unions regarding labor strategies and labor agreement requirements.
- Issue PLA contract interpretations and advisory notices as requested by clients.
- Monitor and enforce union and contractor compliance with community workforce development programs and union labor agreements.
- Schedule and co-chair labor-management meetings, subcommittee meetings and PLA pre-job conferences.
- Attend and participate in pre-bid and pre-construction meetings.
- Develop and maintain stakeholder partnerships.

REFERENCES

Mark Hovatter, Chief Facilities Executive  
Los Angeles Unified School District  
333 South Beaudry Avenue, Los Angeles, CA90017  
(213) 216-5394

George Harris III, Director  
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(619) 788-4913

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(424) 646-6251

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Port of Long Beach  
4801 Airport Plaza Drive, Long Beach, CA  
(562) 283-7210

Ron Miller  
Los Angeles/Orange County Building Trades Council  
1626 Beverly Boulevard, Los Angeles, CA 90026-5784  
(213) 483-4222

Robbie Hunter  
State of California Building and Construction Trades Council  
1231 Street, Suite 302, Sacramento, CA 95814  
(213) 479-8437

# Rasien Ibanez

## PLA AND LABOR COMPLIANCE ADMINISTRATOR

### PARSONS

100 West Walnut Street  
Pasadena, CA 91124

#### YEARS OF EXPERIENCE

9

#### EDUCATION

- Bachelor of Science, Business Management, University of Phoenix

#### ADDITIONAL TRAINING

- LCP Tracker User Group Conference
- Certification Program, Los Angeles Unified School District
- OSHA 10 Certified

#### SUMMARY OF RELEVANT QUALIFICATIONS

Ms. Ibanez possesses over 9 years' of experience in compliance management within public sectors with an emphasis in Labor Compliance Program (LCP) monitoring and enforcement, Project Labor Agreement (PLA) Administration and Disadvantaged Business Enterprise (DBE) reporting. Ms. Ibanez has developed forms, correspondence, tracking logs and presented a variety of contractor educational and training materials and provided presentations relative to the monitoring and enforcement procedures of LCPs, PLAs, and DBE. Ms. Ibanez has a current and active TWIC card.

#### WORK EXPERIENCE

**SENIOR LABOR RELATIONS SPECIALIST, PARSONS CONSTRUCTORS INC.  
PORT OF LONG BEACH – MIDDLE HARBOR PH 2 & 3, CITY OF LONG BEACH  
2015 - CURRENT**

Assisting in coordination of prime contractor's Pre-Job Conference. Collection and review of contractors' Letters of Assent and Core Employees Lists. Continually working with unions, pre-apprenticeship programs, local community programs specifically Long Beach City College and Pacific Gateway, and various stakeholders to encourage the contractor attainment of the Port of Long Beach PLAs local hiring and apprentice goals. Interviewing workers to verify their Disadvantaged and/or Veteran status. Preparation of reports which highlight the overall local hire, apprentice, and disadvantaged/veteran status project attainment to the Port of Long Beach. Developing PLA and Labor Compliance forms and Tracking Logs. Receives and audits contractors one time Labor Compliance submittals and Certified Payroll Records submitted via LCP Tracker for accuracy and payment of prevailing wages and compliance with California Labor Codes. Actively work with contractors who are delinquent or have prevailing wage issues to work toward restitution and resolution. Conducted research on upcoming and existing legislation to provide clients with interpretation and practical application to maintain compliance with pertinent Federal, State and local laws, codes, and regulations.

**DEPUTY PROJECT MANAGER, PADILLA & ASSOCIATES, INC.  
CLIENT LIST: CITY OF LONG BEACH, CITY OF SANTA CLARITA, LOS ANGELES COMMUNITY COLLEGE DISTRICT, PERALTA COMMUNITY COLLEGE DISTRICT, LAXCRENSHAW TRANSIT CORRIDOR, ORANGE COUNTY TRANSPORTATION AUTHORITY, CALIFORNIA HIGH-SPEED RAIL AUTHORITY, WESTERN RIVERSIDE COUNTY REGIONAL WATERWATE AUTHORITY AND OTHERS AS ASSIGNED  
2011-2015**

Managed multiple large scale projects from inception to completion while planning, directing, and coordinating scheduling activities, staffing requirements, and allotment of available resources to ensure project deliverables are accomplished within the prescribed timeframe and budget. Conducted research on upcoming and existing legislation to provide clients with interpretation and practical application to maintain compliance with pertinent Federal, State and local laws, codes, and regulations. Coordinate with project contractors and subcontractors to ensure compliance with the California Labor Code, PLA, LCP, Federal Davis-Bacon, DBE and other applicable regulatory requirements. Develop and conduct compliance training classes /seminars for stakeholders, contractors, etc. Conduct pre-withhold meetings with contractors to inform them of LCP Prevailing Wage

## WORK EXPERIENCE (CONT.)

**DEPUTY PROJECT MANAGER, PADILLA & ASSOCIATES, INC. (CONTINUED)**

**CLIENT LIST: CITY OF LONG BEACH, CITY OF SANTA CLARITA, LOS ANGELES COMMUNITY COLLEGE DISTRICT, PERALTA COMMUNITY COLLEGE DISTRICT, LAXCRENSHAW TRANSIT CORRIDOR, ORANGE COUNTY TRANSPORTATION AUTHORITY, CALIFORNIA HIGH-SPEED RAIL AUTHORITY, WESTERN RIVERSIDE COUNTY REGIONAL WATERWATE AUTHORITY AND OTHERS AS ASSIGNED**

**2011-2015**

(continued) violations found and prepares and processes Request for Approval of Forfeiture and Penalties and Formal Notice of Withholding. Participate in and liaise with outside client legal counsel for the preparation and presentation of audit information at Department of Industrial Relations Settlement Meetings and administrative hearings. Administer Project Labor Agreements including implementation of local hire initiatives, facilitation of Joint Labor Management Meetings and processing and facilitation of grievances and arbitration hearings. Administer DBE (EPA Funds 40 CFR Part 33 and Transportation: 49 CFR Part 26) requirements including the development of Contract Specific Goals (FTA/FHWA), conducting Good Faith Effort Reviews, updating client Solicitation Documents, and reviewing Change Orders to ensure compliance with all regulatory requirements.

**LABOR COMPLIANCE TECHNICIAN, LOS ANGELES UNIFIED SCHOOL DISTRICT**

**2009-2011**

Conducted investigations relative to the compliance of State Labor Laws and prevailing wage laws. Experience with the LAUSD Online Certified Payroll Reporting System. Receives allegations of possible State Labor Law violations from workers and determines the validity of claims. Conducts methodical payroll audits by reviewing and analyzing a variety of payroll documents. Conducts meetings with contractors to negotiate settlement of wages and penalties due for violations. Conducts on-site field investigations to determine contractor compliance with the State Labor Laws. Presenting information regarding LAUSD's Labor Compliance Program and State Labor Laws at Jobstart meetings. Continually managed multiple priorities, deadlines, and planning appropriately to ensure accomplishment of assignments

**LABOR COMPLIANCE TECHNICIAN, PERCEPTIVE ENTERPRISES, INC.**

**CLIENT LIST: LOS ANGELES UNIFIED SCHOOL DISTRICT**

**2007-2009**

Drafted professional correspondence. Designed Excel spreadsheets, charts, and graphs to track and analyze miscellaneous data for numerous projects. Organized and prioritized caseload, maintained up-to date files, and kept accurate records. Maintained confidentiality when assessing confidential information. Compiled, compared, and interpreted data documents including bid tabs, certified payroll reports, timecards, etc. Conducted methodical audits to determine contractor compliance with State prevailing wage laws. Attended Jobstart meetings to inform and educate contractors of their requirements to comply with State Labor Laws.

# Mandy Oelschlager

## PLA AND LABOR COMPLIANCE ADMINISTRATOR

### PARSONS

100 West Walnut Street  
Pasadena, CA 91124

#### YEARS OF EXPERIENCE

20 years in the construction industry with an emphasis on PLA & Labor Compliance in the last 5 years.

#### EDUCATION

- Fullerton College

#### ADDITIONAL TRAINING

- LCP Tracker User Group Conference
- Certification Program, Los Angeles Unified School District
- Department of Industrial Relations Public Works Training
- OSHA 10 Certified
- OSHA Record Keeping
- Mechanics Lien Laws

#### SUMMARY OF RELEVANT QUALIFICATIONS

Ms. Oelschlager possesses over 20 years in the construction industry with the last 5 years having an emphasis and focus on Project Labor Agreement Administration and State and Federal Labor Compliance monitoring and enforcement. She has served at a senior level capacity performing PLA and Labor Compliance functions for both contractors and public awarding agencies. Her most recent projects include the Los Angeles Metropolitan Transportation Authority's Crenshaw/LAX Transit Corridor project and the Los Angeles Community College's Build-LACCD program.

#### WORK EXPERIENCE

***SR. LABOR RELATIONS SPECIALIST, PARSONS CONSTRUCTORS, INC.  
CLIENT LIST: CITY OF LONG BEACH & PORT OF LONG BEACH  
NOV 2016-PRESENT***

***CONTRACT/LABOR COMPLIANCE, CALIFORNIA WATERS  
2016***

Mitigate risk by reviewing all labor compliance documents submitted by subcontractors before sending to Prime or Owner, write and review subcontract agreements for Private and Public Works projects. Train subcontractors and internal team on compliance regulations and new requirements for implantation. Execute audits as necessary and remedy any discrepancies or violations.

***SENIOR LABOR COMPLIANCE ANALYST, PADILLA & ASSOCIATES, INC.  
CLIENT LIST: CRENSHAW/LAX TRANSIT CORRIDOR, LOS ANGELES COMMUNITY COLLEGE DISTRICT, CITY OF CARSON AND CITY OF SANTA CLARITA  
2012-2016***

Coordinate with project contractors/subcontractors to ensure compliance with California Labor Code, Project Labor Agreement (PLA), Labor Compliance Program (LCP), and Federal Davis-Bacon other applicable regulatory requirements. Collect and analyze data to prepare reports for contractor non-compliance. Develop and conduct PLA and labor compliance training classes for contractors. Conducts audits and determines forfeiture amounts for LCP Prevailing Wage Violations. Conduct pre-withhold meetings with contractor(s) to inform them of the LCP Prevailing Wage Violations found and prepares and processes Request for Approval of Forfeiture and Penalties and Formal Notice of Withholding. Conducts on-site field investigations to determine contractor compliance with the State and Federal Labor Laws. Conducted and processed Federal SF-1444 conformance requests on projects that included both federal and state requirements.

***ADMINISTRATIVE ASSISTANT/DISPATCH, HOWARD CONTRACTING  
2003-2012***

Reviewed and executed contract requirements by submitting required insurance, first time forms, filed preliminary notices and any labor compliance documentation required per the contract work, issued request for change orders based on contract requirements, dispatched filed personnel and equipment, completed certified payroll reports and monthly reports per the Federal and State regulations, made sure company was in compliance with all project labor agreements, assisted Safety Director with OSHA compliance.

WORK EXPERIENCE (CONT.)

**OPERATIONS, G.D. HEIL, INC. / HI-CYCLE CONCRETE CUTTING, INC.**

**1996-2003**

Responsible for weekly payroll and labor compliance for company of 50 – 75 employee, also responsible for human resources and dispatch of equipment and personnel, Supervised office personnel is accounting, project coordination and OSHA compliance.

# EXHIBIT B: ATTACHMENT 1: FIRM PROPOSAL/ OFFER FORM



**PARSONS**

**ATTACHMENT 1**

**PROPOSAL/OFFER FORM**

This Proposal/Offer Form shall be duly executed and submitted with any proposal/offer to the Oxnard School District.

The Offeror hereby agrees that its proposal/offer is subject to all RFP No. 16-50 provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials that are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an agreement in accordance with such provisions, terms and conditions if its proposal/offer is accepted by the Oxnard School District and that it shall provide the Project Labor Agreement Coordinator services in accordance with RFP No. 16-50 as it may be amended.

The Offeror hereby agrees that its attached proposal/offer and fee schedule, of which this form is a part, is a firm and irrevocable offer and valid for acceptance by Oxnard School District for the period from the time of opening of proposals through and including December 31, 2016.

PLA Coordinator Services Fee \$ 44,000.00- (not to exceed)

The Offeror acknowledges receipt of the following addendums (if any):

Addendum No. 1 _____	Dated _____
Addendum No. 2 _____	Dated _____
Addendum No. 3 _____	Dated _____

Print name of person duly authorized to execute this proposal/offer:

Daniel J Sloan

Authorized Signature: \_\_\_\_\_

Title: Director of Labor Relations & General Manager

Date: November 14, 2016

Firm Name: Parsons Constructors, Inc.

Firm Address: 100 W Walnut Street

Pasadena, CA 91124

Telephone: (206) 295-3303

Fax: (626) 440 2516

# EXHIBIT C: ATTACHMENT 2: NON-COLLUSION AFFIDAVIT FORM





**ATTACHMENT 2**

**NON-COLLUSION AFFIDAVIT**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California )  
 ) ss.  
County of Los Angeles )

(Name of Bidder) Daniel J Sloan, being  
first duly sworn, Deposes and says that he or she is  
(Title) Director of Labor Relations & General Manager of  
(Company) Parsons Constructors, Inc.

the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereto to effectuate a collusive or sham bid."

  
Bidder's Signature

NOTARIZATION:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires \_\_\_\_\_

*See extra sheet*

\_\_\_\_\_  
Notary Public

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

[Large blank area for signature lines]

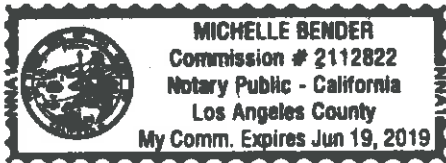
\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
on this 10<sup>th</sup> day of November, 2016,  
by Date Month Year  
(1) Daniel J. Sloan  
(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Michelle Bender  
Signature of Notary Public

**Seal**  
Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 1/18/17

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

**Approval of Agreement #16-223 – Liberty University (Vaca/Gern)**

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Oxnard School District and Liberty University will establish a partnership to provide candidates an opportunity to complete their degree in School Counseling. Oxnard School District will provide properly qualified supervision from a school site counselor. Each candidate application will be submitted on an individual basis for consideration.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees approve Agreement #16-223 with Liberty University.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-223, Liberty University (5 Pages)  
Certificate of Insurance (16 Pages)

# LIBERTY UNIVERSITY

We're Changing Lives... One Degree at a Time.

## SCHOOL OF EDUCATION

### *Oxnard School District and Liberty University Articulation Agreement*

Liberty University offers licensure programs, including a **School Counseling Program**, which is regionally accredited and approved by the Virginia Department of Education. School Counseling candidates are required to complete an internship as part of their degree program. Internships are completed at the end of the degree program and the length of placement covers the entire span of a 15 week semester. Two internships are needed- preK-6 and 7-12. A minimum of 300 hours must be completed for each internship. To be considered for an internship, a school counseling candidate must submit a completed application and meet all requirements prior to an application being approved. Once the school counseling intern's application is approved, Liberty University contacts the school system to make the placement request. Each candidate's application will be submitted on an individual basis for consideration. It is Public Schools' decision whether to allow a placement for each applicant.

This Agreement made at Lynchburg, Virginia, effective the 18th day of January, 2017, between Liberty University, Inc. (hereinafter called LU) and Oxnard School District (hereinafter called PS).

Witnesseth:

1. LU and PS accept joint responsibility in educating qualified school counselors. It is the school counselor intern's responsibility to follow and abide by the rules and regulations of both LU and PS. If an intern fails to do so, it could result in removal from the internship placement program.
2. PS shall work with LU to identify properly qualified supervisors who will serve as the intern's "on-site" supervisor under whose direct supervision the school counseling intern will complete the internship field placement. The school counseling supervisor requirements are as follows:
  - a. Has a Master's Degree in Education or a related field
  - b. Holds licensure as a school counselor
  - c. Has three years of experience as a school counselor
  - d. Must not be a relative of the intern
3. The "on-site" supervisor will evaluate the performance of the school counseling intern.
4. A stipend will be offered to the "on-site" supervisor. A stipend request form must be completed by the supervisor at the beginning of the placement as all stipends are sent directly to the supervisor at the end of the placement after all required paperwork has been completed.

5. LU shall assign one (1) representative to serve as liaison between LU and PS. That person, as a representative of LU, will communicate via email with the supervisor and intern to properly facilitate communication and relationships between PS faculty and staff of PS.
6. PS and the "on-site" supervisor shall notify the LU representative of any concerns or problems within 48 hours.
7. In an effort to provide school systems with information concerning the LU School Counseling Program, an online training guide is located at the bottom of the School of Education home page at [www.liberty.edu/education](http://www.liberty.edu/education). For information specific to School Counseling Internships, please click on Internship Training Guide and then School Counseling. Within this guide, other requirements are provided, as well as duties and responsibilities of each person (intern, supervisor).
8. The parties expressly understand and agree that all LU students are serving as School Counseling Interns in PS schools pursuant to this Agreement and are doing so for educational purposes only, and School Counseling Interns are not considered employees of the PS for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of LU to provide notice to its student participants of the provisions of this section. The provisions of this section shall survive the termination or expiration of this Agreement.
9. LU will ensure that Counselor Interns have completed *EDCE 501: Professional, Ethical, and Legal Issues in Counseling*, or other comparable course or combination of courses that contain the subject matters of child abuse reporting, sexual harassment, and professional ethical conduct as part of the course curricula prior to beginning their internship program.
10. LU will work with PS to ensure that the Student follows and completes the California state's requirement for fingerprinting/background checks prior to placement.
11. LU will obtain from Student and keep on file a clear TB test for each semester.
12. LU will carry and provide proof of insurance as required in Addendum 1, "*Oxnard School District Additionally Insured Insurance Certificate & Endorsement Requirements*."
13. LU shall defend, indemnify and hold PS, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LU, its officers, employees, or agents.
14. PS shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PS, its officers, agents, or employees.

IN WITNESS WHEREOF, we the undersigned, duly authorize representatives of the parties to this agreement. It is mutually agreed by and between the parties that the period covered by this agreement shall be from January 18, 2017 to June 30, 2019, inclusive, and supersedes all previous contracts between the parties.

For Liberty University, Inc.

For Oxnard School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Lisa Franz

Title: \_\_\_\_\_

Title: Director of Purchasing

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Addendum 1

Oxnard School District and Liberty University Articulation Agreement



Oxnard School District

## ***Additionally Insured***

### **Insurance Certificate & Endorsement Requirements**

**Give this document to your organization's insurance agent.**

Your Certificate of Insurance and Endorsement must be within 10 working days prior to event.

- ✓ **Certificate of Liability Insurance and Additional Insured Endorsement for your event must contain the following clause:**

*"This insurance is primary and non-contributory with any insurance carried by the certificate holder."*

- ✓ **Certificate must include:**

- Date of Event or date range of coverage
- Location of event.
- Name of Organization/Group/Business
- Must be on occurrence basis.

- ✓ **Additional Insured Endorsement/Certificate Holder section must read:**

- Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers
- 1051 South A Street, Oxnard, CA 93030

- ✓ **Cancellation Clause must read as follows:** "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."

- ✓ **Minimum General Liability Limits are \$1,000,000.**

- \$2,000,000. General Aggregate
- \$1,000,000. Per Occurrence
- \$1,000,000. Products Completed-Operations
- \$1,000,000. Personal & Advertising Injury
- \$100,000. Fire Legal
- \$5,000. Medical Expense

- ✓ **Consultants, Subcontractors. Vendors, Caters** (No Catering/Lunch Trucks Allowed)  
If retained or hired by vendor, service providers the district will require they maintain coverage(s), limits and terms equivalent to those required by Memorandum of Agreement and/or Contract and naming the Oxnard School District as Additional Insured.

## **Insurance Certificate & Endorsement Requirements**

✓ **Abuse/ Molestation**

Required for vendors, service providers, contractors and/or consultants working with or around students \$1,000,000 per occurrence with minimum \$2,000,000 per occurrence for general Aggregate.

**NOTE:** Abuse/Molestation coverage limits may be satisfied with general liability or umbrella coverage, only if Abuse/Molestation is covered under those policies. Proof of such must be provided. The policy must remain in force and the Oxnard School District is named as "Additional Insured", evidenced by Endorsement number and a copy of the Endorsement\*

✓ **Workers Compensation**

Statutory limits are required of not less than \$1,000,000.

✓ **Automobile Liability**

For vendors who will drive on district property, Automobile Liability in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

✓ **Professional Liability**

\$1,000,000 each claim for all professional services including, but not limited to, architects, engineers, consultants, and testing services.

**Mail, Email or Fax to:**

Oxnard School District

Risk Management

1051 South A Street, Oxnard, CA, 93030

**Phone (805) 385-1501 ext. 2441, 2442 or 2443**

**Fax # (805) 240-5963**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/4/2016

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Rutherford, A Marsh & McLennan Agency LLC Co. P.O. Box 12748 Roanoke VA 24028	<b>CONTACT NAME:</b> Stacie Kampff <b>PHONE (A/C, No, Ext):</b> 540-767-4160 <b>E-MAIL ADDRESS:</b> stacie.kampff@rutherford.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> LIBERUNIV Liberty University 1971 University Boulevard Lynchburg VA 24502	<b>INSURER A:</b> United Educators Insurance	<b>NAIC #</b> 10020
	<b>INSURER B:</b> Hartford Fire Insurance Company	19682
	<b>INSURER C:</b> Trumbull Insurance Company	27120
	<b>INSURER D:</b> Property & Casualty Ins Co of Hartf	34690
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1740354943 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex Abuse & Molestation-Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGL201600081600	6/1/2016	6/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$Incl-E. Occ Lmt GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$0 BI & PD Deductible: \$10,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> MCS-90B			14ABS17804	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$5,000/\$5,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	14WBRS17803-WI 14WNS17802-All Other	6/1/2016 6/1/2016	6/1/2017 6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Excl Monop State E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A	Educators Legal Liab Licensed Prof Liab			ELS201600081600 LPD201600081600	6/1/2016 6/1/2016	6/1/2017 6/1/2017	Educ Legal Liab Lmt: \$25,000,000 Prof Each Claim/Agg \$1M/\$3M

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

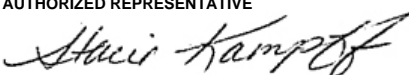
Auto Physical Damage Coverage included for Symbol 10: Owned autos and trailers with model year 2010 and newer plus and all buses and vans regardless of age. ; Liberty Licensed Professional Liability Deductible:\$10,000 / Liberty Educators Legal Liability Retention: \$150,000

Re: School of Education Internship

See Attached...

### 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 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Rutherford, A Marsh & McLennan Agency LLC Co.		NAMED INSURED Liberty University 1971 University Boulevard Lynchburg VA 24502	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Oxford School District, it's officers, Directors and Employees are included as Additional Insured under General Liability as respects on going operations of the named insured if required by written contract for the referenced job and/or contract.

Primary and Noncontributory: The General Liability insurance evidenced on this certificate is excess over any other insurance naming the additional insured as an insured whether primary, excess contingent or on any other basis, unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributory to the additional insured's own coverage.

The Educational Organization (Liberty University) may cancel this policy for all Insured's by surrendering it to us or by written notice to us by certified mail at the address in Paragraph 12 stating when not less than 10 days thereafter the cancellation shall be effective. We may cancel this policy only in the event any payment of premium is not made when due and payable by mailing written notice by certified mail to the Educational Organization (Liberty University) at the last mailing address known by us stating when, not less than 10 days thereafter, such cancellation shall be effective. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. If the Educational Organization (Liberty University) cancels this policy, earned premium shall be calculated in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. If we elect not to renew coverage provided by this policy at the current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the policy period, we will give the Educational Organization (Liberty University) written notice at least 90 days before the end of the policy period.

**United Educators Insurance, a Reciprocal Risk Retention Group**  
**Primary General Liability Insurance Policy**  
**Occurrence Form**

(The words "**we**," "**us**," and "**our**," when used in this Policy, refer to United Educators Insurance, a Reciprocal Risk Retention Group, the "Company" issuing this Policy of insurance.)

In consideration of the payment of the premium, in reliance on the information furnished to **us** in the application and attachments thereto, and subject to the **Limit of Liability**, exclusions, definitions, conditions and other provisions of this Policy, **we** agree with the **Educational Organization** that:

**INSURING AGREEMENT**

1. **We** will pay on behalf of the **Insureds** all **Damages** up to the **Limit of Liability** resulting from an **Occurrence** anywhere to which this insurance applies. In addition, **we** will pay certain supplemental amounts as **Medical Payments Expense**. This Policy is subject to a **Deductible**, if applicable.

**DEFINITIONS**

2. This Policy is subject to the following definitions:

**Advertising Injury** means injury resulting from

- a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. oral or written publication of material that violates a person's right of privacy;
- c. misappropriation of advertising ideas or style of doing business; or
- d. infringement of trademark, title, copyright or slogan

in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services.

**Automobile** means a land motor vehicle designed and registered for use on public roads including any attached trailer or equipment. **Automobile** does not mean or include

- a. solar or battery-powered experimental motor vehicles developed in conjunction with an educational program of the **Educational Organization** wherever operated including preparing or practicing for, or participating in, any competition or time trial with other educational organizations; or
- b. motorized land vehicles or equipment principally used off public roads or on an **Included Entity's** property that are neither registered as a motor vehicle nor insured under an automobile liability insurance policy, including tractors, mowers, snow-blowers, grading equipment, farm equipment, forklifts, backhoes, all-terrain vehicles, bulldozers and similar equipment.

**Bodily Injury** means physical injury, sickness, disease, death, or emotional distress sustained by a person and includes mental injury and shock.

**Claim** means a demand for **Damages**.

**Clerical or Administrative Error** means an unintended error or omission in the administration of a **Covered Benefit Plan**, including enrolling or failing to enroll employees; keeping records; interpreting rules, regulations, policies and procedures; and giving advice to employees.

**Covered Benefit Plan** means any employee benefit plan that is operated by the **Educational Organization** for the benefit of employees of an **Included Entity** and that

- (i) provides health, medical, accident, death or disability benefits provided by, and funded by regular premium payments to, a licensed commercial insurance company, health maintenance organization

- or preferred provider organization that is not related to, managed by, affiliated with or under the control of any **Insured**; or
- (ii) provides retirement benefits in a qualified 403(b) plan provided by, and funded by periodic payments to, a licensed commercial insurance company (such as TIAA) or a regulated investment company or mutual fund, which company or fund is not related to, managed by, affiliated with or under the control of any **Insured**.

**Damages** means the amounts that an **Insured** becomes legally obligated to pay as compensation to an injured party. **Damages** includes punitive or exemplary damages where lawfully insurable, but **Damages** does not include:

- a. taxes, fines, or criminal penalties;
- b. the cost of compliance with injunctive or equitable relief; or
- c. any matters uninsurable under the law pursuant to which this Policy shall be construed.

**Deductible** means the amount of **Damages**, **Defense Costs** and **Medical Payments Expense** that the **Insureds** must pay with respect to each **Occurrence** before we pay and is in the amount shown in Item 5.(a) of the Declarations. The **Insureds' Deductible** obligation is deemed to be immediately satisfied with respect to the **Deductible** for **Occurrences** covered by this Policy during the **Policy Period** after the **Insureds** shall have paid the total Annual Aggregate amount shown in Item 5.(b) of the Declarations.

**Defense Costs** means the fees and expenses of investigation and defense, and the costs of appeal or similar bonds for amounts up to the **Limit of Liability**, and includes reasonable attorneys' fees and disbursements; but **Defense Costs** does not include the wages or salary of any employee of any **Insured** or the Company.

**EBL Date of First Coverage** means the date specified at 12:01 a.m. at the address of the **Educational Organization** stated in Item 6. of the Declarations.

**Educational Organization** means the entity named as such in Item 1 of the Declarations.

**Extended Discovery Period** means the extended period of time, if granted, for reporting **Claims**, during the 36-month period after the end of the **Policy Period** but only for an **Occurrence** taking place within the **Policy Period**.

**First Aid** means any uncompensated emergency care or treatment given to an ill or injured person at the scene of an accident before a licensed medical professional can provide regular medical aid. However, **First Aid** shall not mean services provided by an individual (i) in the course of his/her employment as, or training for, a physician, nurse, or other licensed medical professional; or (ii) in the course of volunteer work as a physician, nurse, or other licensed medical professional.

**Inception Date** means the date and time stated in Item 3.(b) of the Declarations.

**Included Entity** means:

- a. the **Educational Organization**;
- b. any not-for-profit organization or entity over which the governing body of the **Educational Organization** exerts effective control and that is named in, and whose accounts are included with or consolidated into, the financial statements submitted to us most recently by the **Educational Organization** prior to the rating of the premium for the **Policy Period**; however, no entity or affiliate or subsidiary of any entity that has not qualified as a not-for-profit entity under applicable provisions of the Internal Revenue Code is an **Included Entity**, and no person or entity is an **Insured** with respect to such entity, unless that entity is listed on Schedule A;
- c. any entity listed on Schedule A of this Policy; and
- d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that

- (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to **us** for rating purposes prior to such **Policy Period**;
  - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
  - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
- (1) they are reported to **us** within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
  - (2) are subsequently accepted for coverage by **us** and named on the Policy.

**Included Entity's Products** means goods or products manufactured, sold, tested, handled, published or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

**Insured** means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
  - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
  - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
  - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
  - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
  - (5) student of an **Educational Organization** while acting at the direction of, complying with the policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;

but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy; and
- d. any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
  - (1) to the extent of such obligation;
  - (2) for operations (other than insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**, and

- (3) if the contract or agreement is made prior to a covered **Occurrence**.

**Limit of Liability** means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for each **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period**, as stated in Items 2(a) and (b) of the Declarations respectively.

**Medical Payments Expense** means amounts not covered by other insurance that **we** will pay per **Occurrence** in addition to the **Limit of Liability**, up to the amount specified in Item 2(c) of the Declarations, at the request of the **Educational Organization**, as reimbursement of reasonable and necessary first aid, medical, surgical, x-ray, dental, ambulance, hospital, nursing, funeral and prosthetic device expenses incurred by or on behalf of persons other than students and employees of the **Educational Organization** for **Bodily Injury** as a result of an **Occurrence** on premises owned by, leased to, or under the control of an **Included Entity**.

**Model aircraft** means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

**Non-Flight Curriculum-Related Instruction** includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight

**Occurrence** means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.

All **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Advertising Injury** attributable directly or indirectly to the same accident, event, conditions, cause, defect or hazard, or failure to warn of such, shall be considered as one **Occurrence** irrespective of the time period or area over which injury or damage arises or the number of injuries, damages or **Claims** made against any **Insureds**.

However, any incidents related to or arising out of **Sexual Molestation**, sexual or physical assault, or abuse, irrespective of the number of incidents or injuries or the time period or area over which incidents or injuries occur, shall be treated as a one **Occurrence** for each perpetrator.

Any injuries or damages that are directly or indirectly attributable to the design, formulation, manufacture, distribution, use, operation, maintenance or repair of an **Included Entity's Products** or the failure to warn as to its use, operation or maintenance shall be treated as one **Occurrence** irrespective of the time period or area over which the injuries or damages occur or the number of such injuries or damages.

The use of reasonable force to protect persons or property shall be deemed "neither expected nor intended" within the meaning of a. above.

Breach of contract is not an **Occurrence**.

**Officer** means any corporate officer of an **Included Entity** whether or not an employee; and any president, chancellor, provost, treasurer, vice president, dean or other comparable senior administrator of any **Included Entity**.

**Personal Injury** means injury resulting from

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. wrongful entry into, or eviction of a person from, a room, dwelling or premises a person occupies;
- d. oral, written, video, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or violates a person's right of privacy (other than in any advertisement, publicity article, broadcast, telecast, or electronic or video publication that arises out of an **Included Entity's** advertising of its goods, products or services);
- e. sexual harassment; or
- f. **Clerical or Administrative Error**.

**Policy Period** means the period from the first date and hour until the earlier of the last date and hour stated in Item 3 of the Declarations or the date and hour of cancellation of this Policy.

**Pollutant** means any solid, liquid, gaseous or thermal irritant, contaminant, toxic or hazardous substance or any substance which may, does, or is alleged to affect adversely the environment, property, persons or animals, including any Select Agents (as defined by the United States Department of Health and Human Services and the United States Department of Agriculture), fungi, spores, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Fungi includes, but is not limited to, any form or type of mold, mushroom, or mildew. Spores includes any reproductive body produced by or arising out of fungi. Waste includes materials to be recycled, reconditioned or reclaimed. However, no virus or bacteria is a **Pollutant** unless such virus or bacteria qualifies as a Select Agent and is used, stored, or maintained by an **Included Entity** for research purposes.

**Professional Services** means acts that may be legally performed only by a person holding a professional license, regardless of whether the person is licensed or not; or any services for which an **Insured** natural person is compensated by any party other than an **Included Entity**. However, the application of **First Aid** shall not be considered **Professional Services**.

**Property Damage** means physical injury to or destruction of tangible property of others including loss of use if the loss of use results from the physical injury or destruction of the property, loss of use of tangible property of others that has not been physically injured or destroyed, and consequential damage or evacuation loss resulting from any actual or threatened physical injury or destruction of tangible property.

**Reporting Officer** means a position equivalent to any of the below of the **Educational Organization**:

- a. President, Chancellor or Head of School;
- b. Provost or Chief Academic Officer;
- c. VP of Finance, Chief Financial Officer, VP of Administration, or Chief Business Officer;
- d. VP of Legal Affairs or General Counsel; or
- e. VP of Student Affairs.

**Sexual Molestation** means any actual or alleged illegal or otherwise wrongful sexual conduct with a minor.

**Watercraft** means any ship or vessel intended to be operated on or beneath the water whether or not self-propelled.

**Wrongful Employment Practices** means wrongful acts against or wrongful treatment of an employee, former employee or applicant for employment by an **Included Entity** in its capacity as employer or by any person for whose conduct or misconduct the **Included Entity** is liable, including wrongful failure to hire, retain or promote; wrongful discrimination in the terms or conditions of employment, including sexual harassment; wrongful demotion, termination of employment, or discipline; failure to grant due process; the granting or removal of tenure; defamation or retaliation.

#### **LIMIT OF LIABILITY**

3. Regardless of the number of **Insureds** under this Policy, parties who sustain injury or damage, **Claims** made or suits brought on account of one or more **Occurrences**, the number of such injuries or damages, or the period of time over which such injuries or damages occur, the amounts stated in Item 2 of the Declarations for "each **Occurrence**" and for "Aggregate Limit-All **Occurrences**" are the total amounts **we** will pay for all **Damages**, respectively, for any single **Occurrence** and in the aggregate for all **Occurrences** during the **Policy Period**.
4. The sublimit stated in item 2(d) of the Declarations, which is part of and not in addition to the **Limit of Liability**, applies with respect to Fire Legal Liability.
5. **We** shall have no further obligation after the **Limit of Liability** has been exhausted by payment of **Damages**.

#### **DEFENSE AND SETTLEMENT**

6. **We** have the right and duty to appoint counsel and to defend lawsuits covered by this Policy even if groundless, false or fraudulent and at **our** option to investigate and settle any **Claim**. For any **Occurrence** or **Claim** reported to **us** according to Paragraph 11 of this Policy, the **Insureds** must cooperate with **us** and any claims administrator we designate in the investigation, defense or settlement of **Claims**.
7. **We** will pay in addition to the **Limit of Liability**, but always subject to the **Deductible**, if applicable, all reasonable **Defense Costs** incurred by **us** or by the **Insureds** with **our** prior consent (which **we** will not unreasonably withhold or delay).
8. The **Insureds** shall immediately notify **us** of any settlement demand, and no settlement offer shall be made or settlement agreed to by an **Insured** without **our** prior consent (which **we** will not unreasonably withhold or delay), other than a settlement for which no payment for **Damages** or **Defense Costs** is sought by the **Insureds** under this Policy.
9. If the **Insured** elects not to appeal a judgment in which **Damages** and **Defense Costs** are in excess of the **Deductible**, if applicable, **we** may appeal at **our** own cost (including disbursements and interest on judgments incidental to the appeal), but in no event shall **our** liability for **Damages** exceed the **Limit of Liability** of this Policy applicable to each **Occurrence** and in the aggregate for all **Occurrences**.

#### **EXCLUSIONS**

10. This Policy does not apply to:
  - a. any liability of an **Insured** as an employer or any obligation for which any **Insured** or any company as its insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or the Longshoremen's and Harbor Workers' Compensation Act, or any similar law;
  - b. **Wrongful Employment Practices**;
  - c. **Personal Injury** or **Advertising Injury**
    - (1) resulting from an act by or at the direction of any **Insured** if performed with the knowledge that such act would cause injury; or



- (2) arising out of the oral or written publication of material
  - (i) first published prior to the beginning of the **Policy Period**; or
  - (ii) by or at the direction of the **Insured** with knowledge of its falsity;**Exception:** Item (2)(i) of this Exclusion does not apply to any **Clerical or Administrative Error**;
- d. **Advertising Injury** arising out of
  - (1) breach of contract;
  - (2) the failure of goods, products or services to conform to advertised quality or performance; or
  - (3) incorrect description or mistake in advertised price;**Exception:** Item (1) of this exclusion does not apply to misappropriation of advertising ideas under an implied contract;
- e. any liability arising out of the ownership, repair, maintenance, use or entrustment to others of any **Automobile**;
 **Exception:** This exclusion does not apply to
  - (1) liability of the **Educational Organization** arising out of the use of an **Automobile** rented by an employee of the **Educational Organization** for a period of 120 days or less for use by an employee of the **Educational Organization** while temporarily outside the United States, its possessions or territories, or Canada, on **Educational Organization** business;
  - (2) the limited coverage with respect to pollution provided by Paragraph 10.m.(1)(b) of this Policy;
  - (3) the parking of any **Automobile** not owned by or rented or loaned to any **Insured** on or adjacent to premises owned or rented by an **Included Entity**; or
  - (4) liability arising out of the repair or maintenance of **Automobiles** by students or employees of the **Educational Organization** as part of any curriculum-related instruction;
- f. any liability arising out of rendering or failure to render any **Professional Services**;
 **Exception:** This exclusion shall not apply to
  - (1) the liability of an **Insured** caused by a student intern while participating in any paid and supervised practicum, field work experience, or internship program; however, this Exception shall not apply to internships that may be legally performed only by a person holding a professional license, regardless of whether the student is licensed or not; or
  - (2) the liability of the **Educational Organization** and its employed **Insureds** from **Claims** first made against any **Insured** during the **Policy Period** for an **Occurrence** on or after the **Inception Date** arising out of the rendering or failure to render health care services by a person who is employed or contracted by the **Educational Organization** as a registered nurse, licensed practical nurse, licensed or certified athletic trainer, counselor, psychologist, physician's assistant, nurse practitioner or other allied health personnel other than a physician or dentist, but only if the services are provided at
    - (i) a dispensary, clinic, infirmary, student health center, athletic facility, or other similar facility maintained by the **Included Entity** principally for use by the **Included Entity's** employees or students, or
    - (ii) other incidental locations that are not medical facilities in the event of a medical emergency; and
    - (iii) the coverage afforded by this Exception to this Exclusion 10.f. does not extend to liability assumed by any **Insured** in any contract or agreement except for liability that the **Insured** would have in the absence of the contract or agreement;
- g. any **Property Damage** to property owned, occupied or rented by, or within the care, custody or control of, any **Insured**;
 **Exception:** This exclusion does not apply to damage by fire or by water only as a result of such fire to premises rented by, loaned to or temporarily occupied by the **Included Entity** with the permission of the owner, subject to the Fire Legal Liability Sublimit amount specified in Item 2(d) of the Declarations, which amount is part of and not in addition to the **Limit of Liability**;
- h. (i) any liability related to or arising out of **Sexual Molestation** when known to a **Reporting Officer** who did not engage in **Sexual Molestation** but failed to report it to proper authorities when under a legal duty to do so; or, (ii) any person who engaged in **Sexual Molestation**, sexual or physical assault, abuse or corporal punishment or who knew about any of these acts, and to

have failed to report it to proper authorities when under a legal duty to do so, however, if a final civil adjudication determines that the person did not engage in or fail to report **Sexual Molestation**, sexual or physical assault, abuse or corporal punishment, **we** will reimburse **Defense Costs** associated with defense of that person;

- i. any liability arising out of the design, manufacture, assembly, maintenance, sale, service, ownership or operation of any **Watercraft**;  
**Exception:** This exclusion shall not apply to
  - (1) non-submersible **Watercraft** up to 50 feet in length;
  - (2) rowing or sculling shells regardless of length;
  - (3) **Watercraft** listed on Schedule B attached to this Policy;
  - (4) **Watercraft** chartered with crew for a period up to twelve hours on a U.S. Coast Guard-approved and commercially-licensed vessel operated in U.S. waters, but this limited extension of coverage does not apply to any **Claim** relating to liability of others assumed by an **Insured** or any **Claim** by or on behalf of, or against, an owner, operator or crew member of any **Watercraft** or to any relative or estate of such owner, operator or crew member; or
  - (5) loading or unloading of any **Watercraft** or **Watercraft** ashore, if at premises owned, leased or controlled by an **Included Entity**;
- j. any liability arising out of the design, manufacture, assembly, maintenance, sale, service, ownership, lease, use or operation of any aircraft, including the use of parachutes or parasailing equipment from any aircraft, hang gliding, or any "lighter than air" craft or manned balloon;  
**Exception:** This exclusion does not apply to:
  - (i) the use of non-owned regularly-scheduled commercial airlines by an **Insured** operating within, originating from, or returning to the United States;
  - (ii) **Model Aircraft**;
  - (iii) a lighter-than-air craft that is an unmanned balloon; or
  - (iv) **Non-Flight Curriculum-Related Instruction**;
- k. any liability directly or indirectly resulting from war, invasion, hostile action of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power; or confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government or public or local authority;  
**Exception:** This exclusion does not apply to any events or conditions occurring in the United States of America, its territories or possessions or Canada;
- l. any liability arising out of, related to, or in any way involving asbestos or lead in any form;
- m. any liability arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants** into or upon land, the interior of buildings, any enclosed space or any other real estate; into the atmosphere, or into any watercourse or body of water, whether above or below ground or otherwise into the environment; or any direction, demand or request, whether governmental or other, that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;  
**Exception:** Subject always to the conditions in Paragraph (2) below, **we** will not apply this exclusion to
  - (1) **Bodily Injury or Property Damage** to the property of others that is solely the result of:
    - (a) fire that breaks out from where it was intended to be including any consequential smoke damage;
    - (b) collision or overturning of an **Automobile**;
    - (c) explosion or lightning;
    - (d) the accidental upset, dropping, falling, breaking, spilling, splashing or rupture of any above-ground container of **Pollutants**;
    - (e) faulty heating or cooling equipment;
    - (f) application of pesticides, herbicides or swimming pool chemicals on or at a premises of an **Included Entity** by its employees who are properly licensed or certified by a federal or state agency to apply those pesticides, herbicides or chemicals; or

- (g) a single or intermittent above-ground discharge, dispersal, release, or escape of **Pollutants** that commences during the **Policy Period** and ceases within seven (7) days of its commencement;
- (2) The limited coverage provided by the exceptions to this exclusion in Paragraph (1) above is at all times subject to and limited by these conditions:
- (a) the exceptions only apply if the injury or damage is discovered or becomes known to the **Insured** within fourteen (14) days and reported to **us** in writing within sixty (60) days of the accident, fire, collision or overturning, explosion or lightning, or commencement of any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants**; and
  - (b) **we** will not pay any loss, cost or expense of
    - (i) evaluating, testing for, monitoring, cleaning up, removing, controlling, containing, treating, detoxifying and/or neutralizing the discharge, dispersal, release, seepage, migration, growth or escape of any **Pollutant** on property at any time owned, leased or rented by an **Insured** and/or under the control of any **Insured**; or
    - (ii) **Property Damage** to any aquifer or underground watercourse or well, or any **Property Damage** directly or indirectly arising out of underground or underwater operations of any **Insured**; and
  - (c) **our** liability is limited to that portion of **Damages** directly attributable to or caused by an **Insured's** own negligence and **we** will not pay or share in any liability of others resulting from **Pollutants** for which an **Insured** is held jointly and/or severally liable (whether under the Comprehensive Environmental Response Compensation & Liability Act or any other statute or any judgment of any court) for **Bodily Injuries** and/or **Property Damages** caused in fact by parties other than an **Insured**; and
  - (d) any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants** shall be deemed to have "commenced" at the time of the first event in any series, chain or combination of related events resulting in any discharge, dispersal, release, seepage, migration, growth or escape of **Pollutants**, and all subsequent, sequential, contributing or combined discharges, dispersals, releases, seepages, migrations, growths or escapes, no matter when occurring, shall be deemed to have "commenced" at the time of that first event; and
  - (e) the burden of proof that any **Occurrence** meets the conditions of coverage in this Paragraph (2) lies with the **Insureds**;
- n. any liability resulting from the hazardous properties of radioactive or nuclear material (including *source material*, *special nuclear material* and *by-product material* as those terms are defined in the Atomic Energy Act of 1954 and amendments thereto);
- Exception:** While in all instances applying to nuclear material (including *source material*, *special nuclear material* and *by-product material* as those terms are defined in the Atomic Energy Act of 1954 any amendments thereto), this exclusion shall not apply to any other radioactive material used by an **Included Entity** for medical or research purposes;
- o. any liability arising out of any diminished value or economic utility of the **Included Entity's Products** or work completed by or on behalf of the **Included Entity** if such diminished value or economic utility resulted from the failure of an **Included Entity's Products** or work completed by or on behalf of the **Included Entity** to meet any warranty or representation as to the level of performance, quality, fitness, or durability, or to perform the function or serve the purpose intended;
- p. any liability arising out of the administration of any employee benefit plan or any violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act (ERISA) or any similar statute, regulation, ordinance, order or edict of any jurisdiction or political subdivision (whether or not in the United States);
- Exception:** This exclusion shall not apply to **Clerical or Administrative Error** with respect to a **Covered Benefit Plan** that occurs entirely after the **EBL Date of First Coverage** and for which a **Claim** is first made against an **Insured** during the **Policy Period**, and **our** liability for all **Damages** to which this exception applies arising out of all **Claims** first made during the **Policy Period** is limited to \$1,000,000, which amount is part of and not in addition to the **Limit of Liability** of this Policy; however, this exception shall not apply to any liability arising out of

- (i) unlawful discrimination;
  - (ii) any **Occurrence** that is otherwise covered by this Policy apart from this exception;
  - (iii) the failure of any insurer, health maintenance organization, preferred provider organization or third party claims administrator to pay or provide benefits; or
  - (iv) the failure of any compensation, investment, stock or savings plan or program to perform as anticipated, projected or represented;
- or
- q. any emotional distress, mental injury or shock arising from the theft of a natural person's identity information for which an **Included Entity** has a legal obligation to maintain confidentiality.

## NOTICE OF OCCURRENCE OR CLAIM

11. As a condition precedent to the rights of any **Insured** under this Policy, if a **Claim** reasonably likely to involve this Policy is made against an **Insured** or, except as otherwise provided in Exclusion 10.m.(2)(a), if any employee of the risk management department, or any **Reporting Officer** or legal counsel of any **Included Entity** becomes aware of an:
- (a) **Occurrence** reasonably likely to involve this Policy, or
  - (b) regardless of the **Insured's** opinion of whether this Policy is likely to be involved, an **Occurrence** or **Claim** involving any of the following:
    - (1) fatality;
    - (2) major paralytic conditions such as paraplegia and quadriplegia;
    - (3) second or third degree burns to 25% or more of the body;
    - (4) amputation, permanent loss of use or permanent loss of sensation of a major extremity;
    - (5) head or brain injuries resulting in coma, behavioral disorders, personality changes, seizures, aphasia or permanent disorientation;
    - (6) loss of sight in one or both eyes or loss of hearing;
    - (7) injury resulting in incontinence of bowel or bladder;
    - (8) **Sexual Molestation**, sexual assault or rape;
    - (9) **Bodily Injury** resulting from health care services provided in a clinic, infirmary, student health center, treatment room or other similar facility that provides medical or health services to students or at other locations in the event of a medical emergency;

The **Insured** must:

- (a) notify **us** as soon as practicable in writing;
  - (b) provide particulars sufficient to identify the **Insured**, person, persons or organizations involved in the **Occurrence**, and also such reasonably detail information as **we** may request;
  - (c) promptly forward to **us** any written demand, notice, summons, complaint, or other process of service received by the **Insured** or its representatives; and
  - (d) cooperate with **us** and with any claims administrator **we** designate in the investigation, defense or settlement of **Claims**.
12. Notice to the Company shall be in writing delivered to **us** at Two Wisconsin Circle, Fourth Floor, Chevy Chase, MD 20815-7003, Fax 301-907-0303, or at [newclaims@ue.org](mailto:newclaims@ue.org) or through [www.ue.org](http://www.ue.org). If a **Claim** is submitted electronically, **we** will send an electronic confirmation.

## CANCELLATION AND NONRENEWAL

13. The **Educational Organization** may cancel this Policy for all **Insureds** by surrendering it to **us** or by written notice to **us** by certified mail at the address in Paragraph 12 stating when not less than 10 days thereafter the cancellation shall be effective. **We** may cancel this Policy only in the event any payment of premium is not made when due and payable by mailing written notice by certified mail to the **Educational Organization** at the last mailing address known by **us** stating when, not less than 10 days thereafter, such cancellation shall be effective.
14. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. If the **Educational Organization** cancels this Policy, earned premium

shall be calculated in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

15. If **we** elect not to renew coverage provided by this Policy at then current standard terms and conditions (a change or increase in premium is not a change of terms and conditions) at the end of the **Policy Period**, **we** shall give the **Educational Organization** written notice at least 90 days before the end of the **Policy Period**.

#### **GOVERNING LAW AND INTERPRETATION**

16. This Policy shall be governed by and construed in accordance with the internal laws of the State of New York, except insofar as such laws may prohibit payment in respect of punitive damages; however, the provisions, stipulations, exclusions and conditions of the Policy are to be construed in an evenhanded fashion between the **Insureds** and **us**. Where the language of this Policy is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions, stipulations, exclusions and conditions without regard to authorship of the language and without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or **us**.

#### **DISPUTE RESOLUTION**

17. Any and all disputes arising out of or related to this agreement or the parties' performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of arbitration, litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the parties.

#### **COMPLIANCE WITH APPLICABLE UNITED STATES SANCTIONS**

18. This insurance does not apply when **we** are prohibited from providing insurance by virtue of any United States laws or regulations.

#### **CURRENCY**

19. All premiums, **Limit of Liability**, **Deductible**, **Loss**, and all other monetary amounts used in this Policy are expressed and payable in United States currency.

#### **REPRESENTATION**

20. Except as respects the giving of notice of **Occurrence** or **Claim** pursuant to Paragraphs 10.m.(2)(a) and 11 by acceptance of this Policy the **Educational Organization** agrees to act on behalf of all **Insureds** with respect to all matters under this Policy including, without limitation, payment of premium, negotiation of the terms of renewal, resolution of disputes, the giving and receiving of notice of cancellation, the giving of notice to persons whom the **Educational Organization** choose to not make an **Insured**, and the receiving of any return premiums that may become due.
21. In the event there is a dispute among **Insureds** as to allocation of the proceeds of this Policy among any of them or on their behalf, **we** may pay such proceeds to the **Educational Organization**, which

agrees to accept such proceeds and to assume responsibility for its allocation among the **Insureds** or on their behalf, and **we** shall be discharged from any further responsibility or liability hereunder or otherwise with respect to such proceeds. The **Insureds** agree that the **Educational Organization** shall so act on their behalf. Notice by certified mail to the **Educational Organization** at the last mailing address known by **us** shall constitute notice to all **Insureds**.

#### **SUBROGATION**

22. In the event of any payment under this Policy, **we** shall be subrogated to all the **Insureds'** rights of recovery against any person or organization and the **Insureds** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and shall do nothing after an **Occurrence** to prejudice such rights. **We** agree to waive any right of recovery **we** may have against any person or organization when the **Educational Organization** has agreed to such waiver prior to an **Occurrence**.

#### **ALTERATION AND ASSIGNMENT**

23. No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy that is signed by **our** authorized representative.

#### **INSPECTION**

24. **We** shall be permitted but **we** are not obligated to inspect an **Included Entity's** property and operations at any time. Neither **our** right to make inspections nor the making thereof nor a report thereon shall constitute an undertaking on behalf of or for the benefit of any **Insured** or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule or regulation.

#### **OTHER INSURANCE**

25. This Policy is a primary Policy of insurance. However, this Policy shall be excess over any other valid and collectable primary insurance that applies to an **Occurrence** covered by this Policy, including such insurance naming the **Insured** as an "additional insured" and, with respect to the limited coverage provided by paragraphs 10.e.(1) and 10.m.(1)(b), any domestic or foreign **Automobile** liability insurance policy, and nothing in this Policy shall be construed to require this Policy to contribute with, or subject this Policy to the terms, conditions or limits of, such other insurance.

In addition, this Policy shall always be excess over any other insurance that names any **Insured** as an "additional insured:"

- a. if such insurance is also written on an excess basis, **we** agree with the **Insured** that this Policy is excess over such insurance; and,
- b. **we** shall not share in paying **Loss** with that other insurance on any basis including but not limited to the ratio of the **Limit of Liability** of this Policy and the limit of liability of the policy providing "additional insured" coverage.

#### **BANKRUPTCY**

26. Bankruptcy, insolvency, or receivership of the **Insured** or any insurer, or the **Insured's** inability to pay any **Deductible** amount if applicable, will not relieve **us** of **our** obligations under this Policy.

#### **OPTIONAL EXTENDED DISCOVERY PERIOD**

27. If this Policy is not renewed, the **Educational Organizations** shall have the right to an **Extended Discovery Period** for the coverage granted by the exception to Exclusion 10.f. of this Policy.

The right to an endorsement providing an **Extended Discovery Period** must be exercised by notice to **us** in writing and by payment of such additional premium as **we** may require (not to exceed 25% of the annual premium for this Policy) and be received by **us** within 30 days following the end of the **Policy Period**. The additional premium will be considered fully earned on the first day of the **Extended Discovery Period**.

#### **UNINTENDED ERRORS OR OMISSIONS**

28. The failure of the **Insureds** to properly disclose all application information at the time of application for coverage for this Policy shall not prejudice the **Insureds** with respect to this insurance provided such failure or omission is not intentional.

#### **HEADINGS**

29. The descriptions in the headings and subheadings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this Policy.

**IN WITNESS WHEREOF**, United Educators Insurance, a Reciprocal Risk Retention Group has caused this Policy to be signed by its President.

  
President

Liberty University, Inc.

**OTHER INSURANCE  
(Blanket Contractual Exception)**

In consideration of the premium charged and subject to all other provisions of this Policy, **we** agree with the **Educational Organization** that Paragraph 25. of this Policy is amended to read:

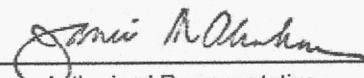
25. This Policy is a primary Policy of insurance. However, this Policy shall be excess over any other valid and collectable primary insurance that applies to an **Occurrence** covered by this Policy, including such insurance naming the **Insured** as an "additional insured" and, with respect to the limited coverage provided by paragraphs 10.e.(1) and 10.m.(1)(b), any domestic or foreign **Automobile** liability insurance policy, and nothing in this Policy shall be construed to require this Policy to contribute with, or subject this Policy to the terms, conditions or limits of, such other insurance.

In addition, this Policy shall always be excess over any other insurance that names any **Insured** as an "additional insured:"

- a. if such insurance is also written on an excess basis, **we** agree with the **Insured** that this Policy is excess over such insurance; and,
- b. **we** shall not share in paying **Loss** with that other insurance on any basis including but not limited to the ratio of the **Limit of Liability** of this Policy and the limit of liability of the policy providing "additional insured" coverage.

**Exception:** If, pursuant to Paragraph d. of the Definition of **Insured**, the **Educational Organization** has agreed by contract, and only to the extent of such contractual obligation, **we** agree that this Policy shall be a primary policy, and any insurance maintained by such **Insured** will be excess of this Policy and shall not be called upon to contribute with it.

All other Policy provisions remain the same.

  
\_\_\_\_\_  
Authorized Representative

CGL636X -

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United Educators Insurance, a Reciprocal Risk Retention Group



**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 1/18/17

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A-I: PRELIMINARY \_\_\_\_\_
- SECTION A-II: REPORTS \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT AGENDA \_\_\_\_\_

- \_\_\_\_\_ Agreement Category:
- \_\_\_\_\_ Academic
- \_\_\_\_\_ Enrichment
- \_\_\_\_\_ Special Education
- \_\_\_\_\_ Support Services
- \_\_\_\_\_ Personnel
- \_\_\_\_\_ Legal
- X   Facilities

- SECTION D: ACTION \_\_\_\_\_
- SECTION F: BOARD POLICIES   1<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF AGREEMENT FOR ARCHITECTURAL SERVICES #16-208 WITH FLEWELLING AND MOODY, INC. FOR PRELIMINARY ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DORIS/PATTERSON SITE (Morales/Cline/CFW)**

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At the March 16, 2016 regularly scheduled Board Meeting, the District authorized the negotiation and purchase of the Doris/Patterson site. Negotiation for the purchase is ongoing, and will be followed by the planning and development of a new grade K-5 elementary school and new grade 6-8 middle school, funded in part by Measure "R" and Measure "D" proceeds, state grants, and other local sources, as conceptualized by the Board's adopted Master Construct Program. In order to complete the purchase of the property, and to complete the Environmental Impact Report, Annexation, and other regulatory items; a parcel map, preliminary site plans, and other preliminary design documents are required.

Flewelling and Moody, Inc. was selected from the prequalified architect pool to perform the architecture and engineering services to complete the above required items. The scope of work includes the development of initial schematic floor plans, elevations and site plans, code analysis of the site, determination of required public improvements, conceptual landscape plans, renderings, and other items related to obtaining a legal lot split from the larger development. At this time, the Board is requested to approve the attached Agreement for Architectural Services #16-208 with Flewelling and Moody, Inc. for preliminary architectural and engineering services for the Doris/Patterson site.

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**FISCAL IMPACT:**

The attached Architectural Services Agreement #16-208 includes preliminary architectural and engineering services for the Doris/Patterson Site to be provided on an

hourly basis, not-to-exceed One Hundred Fifty Thousand Dollars and No Cents [\$150,000.00] to be funded out of Measure “R” bond funds.

**RECOMMENDATION:**

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It is the recommendation of the Superintendent, and the Deputy Superintendent, Business and Fiscal Services, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Agreement for Architecture Services #16-208 with Flewelling and Moody, Inc. for Preliminary Architectural and Engineering Services for the Doris/Patterson Site.

**ADDITIONAL MATERIAL(S):**

- Agreement for Architectural Services #16-208, Flewelling and Moody, Inc. (52 Pages)
- Doris/Patterson Site Plan (1 Page)

**#16-208**

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**Flewelling and Moody, Inc.**

**AND**

**OXNARD SCHOOL DISTRICT**

**January 18, 2017**

**FOR**

**PRELIMINARY ARCHITECTURAL AND ENGINEERING SERVICES FOR  
THE DORIS/PATTERSON SITE**

## TABLE OF CONTENTS

PREAMBLE.....	4
RECITALS.....	4
AGREEMENT .....	4
SECTION 1: GENERAL PROVISIONS .....	4
1.1 DEFINITIONS.....	4
1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS .....	9
SECTION 2: EMPLOYMENT OF ARCHITECT .....	9
2.1 EMPLOYMENT OF ARCHITECT .....	9
2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES .....	9
2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.....	9
SECTION 3: THE PROJECT.....	9
SECTION 4: SERVICES.....	10
4.1 BASIC SERVICES .....	10
4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES.....	10
4.3 ADDITIONAL SERVICES.....	12
SECTION 5: ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE.....	13
5.1 COMPENSATION FOR BASIC SERVICES.....	13
5.2 COMPENSATION FOR ADDITIONAL SERVICES .....	13
5.3 DISPUTED AMOUNTS.....	13
5.4 COMPENSATION FOR REIMBURSABLE SERVICES.....	14
5.5 INVOICES.....	14
SECTION 6: DEFAULT; REMEDIES; SUSPENSION AND TERMINATION.....	15
6.1 TERMINATION BY DISTRICT .....	15
6.2 ARCHITECT DEFAULT .....	16
6.3 DISTRICT REMEDIES.....	17
6.4 TERMINATION BY ARCHITECT .....	18
6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT.....	18
SECTION 7: DUTIES AND LIABILITIES OF DISTRICT .....	19
7.1 DUTIES.....	19
7.2 LIMITATION ON LIABILITY OF DISTRICT .....	20
SECTION 8: PROJECT CONSTRUCTION COST ESTIMATES.....	20
8.1 CONSTRUCTION BUDGET .....	20
8.2 ESTIMATED PROJECT CONSTRUCTION COST .....	20
SECTION 9: PROJECT SCHEDULE .....	20
9.1 SCHEDULE .....	20
9.2 SPECIFIC RESPONSE TIME AND MOU PROCESS .....	Error! Bookmark not defined.
SECTION 10: DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE.....	21
10.1 OWNERSHIP.....	21
10.2 REUSE BY DISTRICT .....	21

---

10.3	COPYRIGHT.....	22
10.4	TECHNOLOGY USED.....	22
10.5	DELIVERABLES UPON TERMINATION .....	23
10.6	NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.....	23
SECTION 11: INDEMNIFICATION AND INSURANCE .....		23
11.1	INDEMNIFICATION .....	23
11.2	INSURANCE.....	23
SECTION 12: DISPUTE RESOLUTION .....		26
12.1	RESOLUTION OF CLAIMS .....	26
12.2	RESOLUTION OF OTHER DISPUTES .....	26
12.3	SUBMISSION OF A CLAIM .....	26
12.4	CLAIMS RESOLUTION PROCESS .....	27
12.5	NON-WAIVER OR RELEASE.....	28
SECTION 13: NOTICES.....		28
13.1	NOTICES .....	28
SECTION 14: REPRESENTATIONS OF THE ARCHITECT.....		30
14.1	REPRESENTATIONS OF THE ARCHITECT .....	30
14.2	COMPLIANCE WITH LAWS.....	30
14.3	SUPPLEMENTAL CONDITIONS.....	31
SECTION 15: MISCELLANEOUS PROVISIONS .....		31
15.1	SUCCESSORS AND ASSIGNS.....	31
15.2	SEVERABILITY .....	32
15.3	ENTIRE AGREEMENT .....	32
15.4	GOVERNING LAW AND VENUE .....	32
15.5	NON-WAIVER .....	32
15.6	INDEPENDENT CONTRACTOR.....	32
15.7	NO ASBESTOS CERTIFICATION .....	32
15.8	NON-DISCRIMINATION .....	32
15.9	NO THIRD PARTY BENEFICIARY.....	33
15.10	ASSISTANCE OF COUNSEL.....	33
15.11	AUTHORITY TO EXECUTE.....	33
15.12	HEADINGS .....	33
15.13	EXECUTION IN COUNTERPARTS.....	33
EXHIBIT A	.....PROJECT	
EXHIBIT B	.....BASIC SERVICES AND DESCRIPTION OF SUBMITTALS	
EXHIBIT C	.....DELIVERABLES	
EXHIBIT D	.....DESIGN PHASE APPROVAL LETTER	
EXHIBIT E	.....FINGERPRINTING REQUIREMENTS	

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## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 18<sup>th</sup> day of **January**, 2017 by and between **Flewelling and Moody, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **815 Colorado Blvd, Los Angeles, California, 90041**, and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **January 19, 2017**. 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, 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.

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**1.1.4 “Architect”** shall mean the architectural firm listed in the first paragraph of this Agreement.

**1.1.5 “Architect Consultant”** shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

**1.1.6 “Architect’s Supplemental Instruction” or “ASI”** shall mean a small set of drawings which better explains the intent of 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”** 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.

**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 the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

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**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 other party (owner or contractor).

**1.1.18 “CHPS”** shall mean Collaborative for High Performance Schools.

**1.1.19 “Construction Budget”** shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

**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 of their consultants, (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 a 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 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; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted 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.

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- 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 Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, or any authorized designee of those officers.
- 1.1.33 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.
- 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 construction project.
- 1.1.44 “OPSC”** shall mean the Office of Public School Construction of the State of California.
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**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 is a written document before it has been approved and effected by the contractor and owner.

**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, bids for all construction (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 “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.

**1.1.52 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

**1.1.53 “Prolog”** 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.

**1.1.54 “Request for Information” or “RFI”** shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

**1.1.55 “SAB”** shall mean the State Allocation Board of the State of California.

**1.1.56 “Schematic Design Phase”** shall have the meaning set forth in Exhibit B.

**1.1.57 “Schematic Documents”** shall mean those documents which are produced during the “Schematic Design Phase”.

**1.1.58 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

**1.1.59 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.

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**1.1.60 “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 owner or 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 professional architectural and related 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 professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

**2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

**2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

## **SECTION 3**

### **THE PROJECT**

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

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## **SECTION 4**

### **SERVICES**

**4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.

#### **4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**

**4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

**4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

**4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants 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 Consultants. The Architect's 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 firms 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 firm and/or personnel. If the proposed firm 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 its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

**4.2.5 Corrections to Documents and Other Deliverables.** The Architect shall 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 Consultants.

**4.2.6 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

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**4.2.7 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.

**4.2.8 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.

**4.2.9 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.

**4.2.10 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.

**4.2.11 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 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.

**4.2.12 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.

**4.2.13 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.

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**4.2.14 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.

**4.2.14.1 Changes Required to Meet Construction Budget.** If the lowest estimate of costs exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope 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 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**.

### **4.3 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 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.

**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 or (iii) 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 Consultants, 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 Consultants.

**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 Consultants.

**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.

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**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 Consultants.

## **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 Not to Exceed:

**ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00)**

**5.1.1.1** Fees shall be billed on a hourly basis as identified in Exhibit A. 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.

#### **5.2 COMPENSATION FOR ADDITIONAL SERVICES**

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

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

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

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## 5.4 COMPENSATION FOR REIMBURSABLE SERVICES

**5.4.1 PRIOR APPROVAL.** The District will not be obligated to pay for any service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

**5.4.2 REIMBURSABLE EXPENSES.** The EXCLUSIVE list of reimbursable expenses is set forth below. 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 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.:

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

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

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

## 5.5 INVOICES

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

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

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

**5.5.2 Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a

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properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District.

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services,, 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 PRELIMINARY ARCHITECTURAL AND DESIGN SERVICES FOR THE DORIS/PATTERSON SITE.** . The District shall pay within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

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

## **SECTION 6**

### **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

#### **6.1 TERMINATION BY DISTRICT**

**6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, 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 exceed 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

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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 one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

**6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

**6.2.1 Inability to pay debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants 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.

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**6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

**6.2.6 Willful violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

**6.2.7 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

**6.2.8 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.

**6.2.9 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.

**6.2.10 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 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 Consultants, 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

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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 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.

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**SECTION 7**  
**DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

**7.1.1 District's Representative:** The District's Representative represents the District in all matters pertaining to the Services. The District's Representative shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the work without undue delay.

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

**7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

**7.1.3.1 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State authorities having jurisdiction and make copies available to the Architect for distribution as necessary.

**7.1.3.2 Special testing and Inspection.** The District shall furnish special testing and inspection services as required by law.

**7.1.3.3 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.

**7.1.3.4 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.

**7.1.3.5 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 bid 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 bid documents for the District's convenience and have not been prepared or reviewed 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

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described below. Requests for changes or substitutions shall be directed to the District Representative.

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

## **SECTION 9 PROJECT SCHEDULE**

### **9.1 SCHEDULE**

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

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**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 (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, 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 an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record

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drawings, specifications, or estimates related to an Assigned 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 Consultants 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 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 consultants, 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 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, 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

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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 Schematic 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 Schematic Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultants, 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 Schematic Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Schematic Documents without the approval of the District and shall refer all requests by other persons to the District.

## **SECTION 11**

### **INDEMNIFICATION AND INSURANCE**

#### **11.1 INDEMNIFICATION.**

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

**11.1.2** 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, its officers, employees, consultants, subconsultants or agents, 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.

**11.1.3 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.

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**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 \$3,000,000 each occurrence for bodily injury, personal injury and property damage/\$6,000,000 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 \$2,000,000 limit each accident.

**11.2.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$4,000,000.00 in the annual aggregate.

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

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

**11.2.2 Minimum Scope of Insurance.**

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

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

**11.2.2.3** If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

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

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

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

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

**11.2.4.3** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

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

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

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

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

**11.2.5.3** The Architect or Architect Consultant, 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 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

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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 San Diego, 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. 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

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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. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

**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 Scope of 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 Scope of 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 Scope of 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

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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 San Diego 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 San Diego. The Architect hereby submits to the jurisdiction of said court.

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

### **SECTION 13** **NOTICES**

**13.1 NOTICES.** All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

**TO DISTRICT:**

**Caldwell Flores Winters, Inc.**

*Program Manager*

ATTN: Scott Burkett, Senior Vice President

1901 S. Victoria Avenue #106

Oxnard, CA 93035

**TO ARCHITECT:**

Flewelling and Moody Inc.

815 Colorado Blvd. Suite 200

Los Angeles, CA 90041

With original copy to:

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**Oxnard School District**

ATTN: Dr. Cesar Morales, Superintendent

1051 South A St.

Oxnard CA 93030

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**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 or projects 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 consultants retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or sub-consultants 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 Consultants 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).

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**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 Consultants 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 personal interests or the interests of any corporation, partnership or association in which he 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, consultant 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.** In as much 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

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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. 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 San Diego 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 standard of care of the Architect for its services, 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

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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 contract documents 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.

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

**FLEWELLING AND MOODY, INC.**

**OXNARD SCHOOL DISTRICT**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

---

**EXHIBIT "A"**

**PROJECT DESCRIPTION/PROPOSAL**



EXHIBIT "A"

815 Colorado Blvd  
Suite 200  
Los Angeles, CA 90041  
323 . 543 . 8300  
flewelling-moody.com

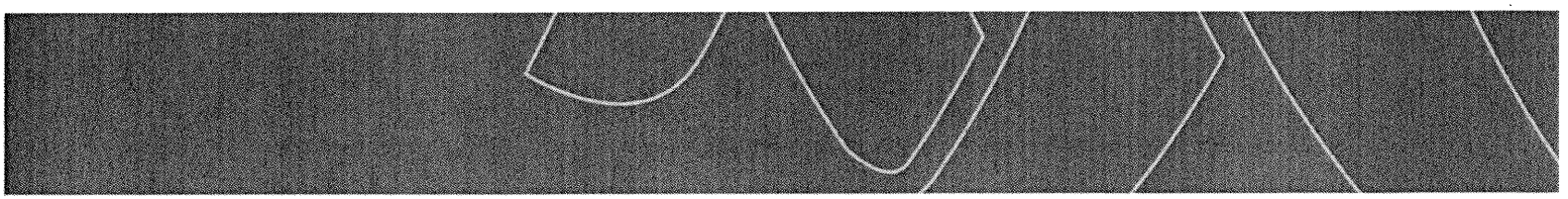


Proposal for: Preliminary Architectural and Engineering  
Services for the Teal Club Site

**Oxnard School District**

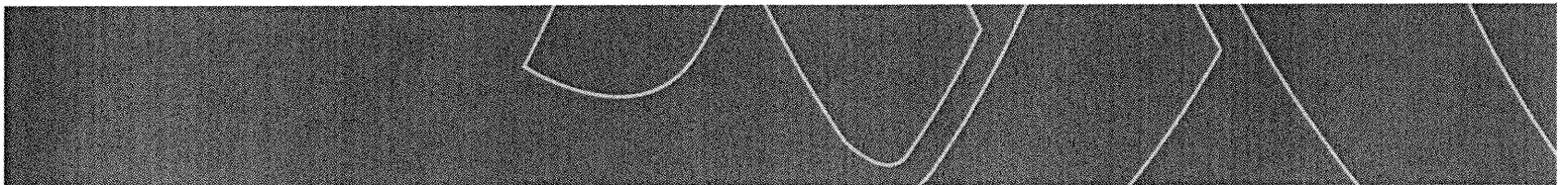
Submitted to:  
**Lisa Cline, Deputy Superintendent Business & Fiscal Services**

**November 29, 2016**



## TABLE OF CONTENTS

I: Project Description / Scope of Work .....	3
II: Scope of Services .....	4
III: District Responsibilities .....	5
IV: Design Consultants .....	6
V: Professional Services Fee .....	6
VI. Hourly Rate Schedule.....	7



## **I. Project Description / Scope of Work**

The District is acquiring a new site to be the location for a K-5 elementary school, a 6-8 middle school and a district administration facility. The site is part of a larger development area that is currently used for agriculture (see attached site plan). The estimated construction values for the elementary and middle schools are approximately \$22,500,000 and \$37,500,000 based on the District's current implementation plan.

The District requires architectural and engineering services to further refine the site and facility planning determine required offsite improvements and provide technical assistance for various agency approvals such as LAFCO and the City of Oxnard. The intent is to develop the design of the site and campuses through approximately thirty percent (30%) of the schematic design phase to support the District's overall goal in obtaining approvals by LAFCO, meeting the requirements of the California Environmental Quality Act (CEQA) and other State and local agencies having jurisdiction.

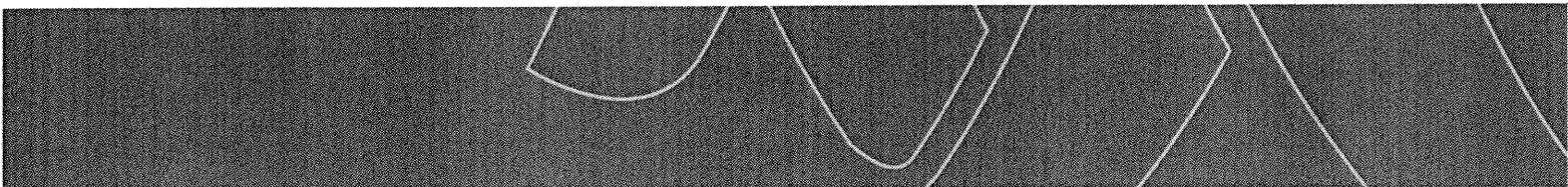
The design work would adhere to the District's Educational specifications.

Once the site and building plans have been developed and the off-site and utility requirements are known a preliminary estimate of cost shall be created. The subject facilities shall consist of one and two story structures, Type 1 (masonry) or 5 (wood frame) rated per California Building Code.

## **II. Scope of Services**

The Team shall provide the following services:

- A. Develop initial schematic floor plans, elevations and site plan based upon District Educational Specifications.
- B. Initiate code analysis for buildings and site
- C. Determine required public area improvements including streets, sidewalks, street lighting, street landscaping and traffic controls in proximity to the site. Develop schematics to support cost estimating.
- D. Assist the District in obtaining a legal lot split from the larger development. A boundary survey shall be developed along with the required legal description and other technical documentation to support the District at its legal counsel in their effort.
- E. Provide a conceptual landscape plan to comply with required water conservation regulations.





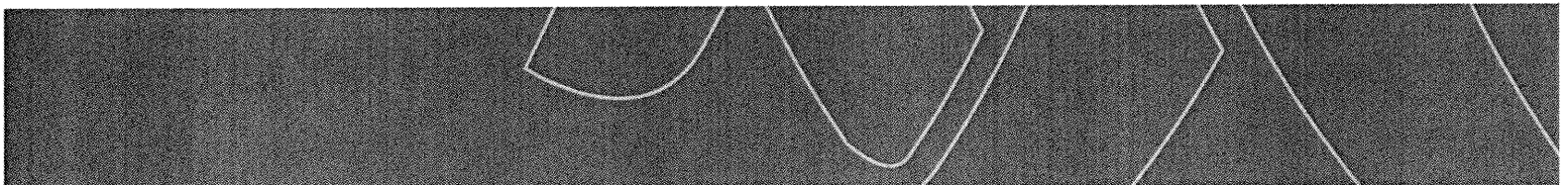
- F. Create various (3-4) street side renderings to depict the site improvements and facilities.
- G. Investigate location and capacity of existing utilities including gas, water, electrical, telephone/internet/CATV, sanitary sewer systems, storm water systems and fire hydrant locations and flows.
- H. Develop initial probable estimates of construction costs for on and off site improvements.
- I. Attend meetings as requested for:
  - a. Various initial and progress reviews with District Staff and its Program management firm, Caldwell Flores Winters, Inc.
  - b. Local agency reviews, hearings, etc.
  - c. Community forums
  - d. Board of Trustees

Exclusions:

- 1. Detailed field measurement for background plans.
- 2. Value engineering studies.
- 3. Structural, mechanical, plumbing, electrical or low voltage systems designs

**III. District Responsibilities**

- A. District shall provide legal counsel to assist in the lot split requirements and filings if needed.
- B. The District shall assign staff and other representatives to serve as the liaison to the Architect.
- C. The District shall designate key staff members to provide required decisions within a reasonable time frame.
- D. A site topographic survey.
- E. Geological hazards and geotechnical analysis and reports.
- F. Hazardous materials reports (due to agricultural use)



**IV. Timeframe**

The timeframe for initial completion of the schematic design shall be approximately late April 2017. It is expected that the LAFCO approval and CEQA process will begin at the same time and should take approximately 6-9 months.

**IV. Design Consultants**

Architect: Flewelling & Moody, Inc., Scott Gaudineer, C-14211

Civil Engineer: Phoenix Civil Engineering, Inc.

Landscape Architect: Oasis Associates, Inc.

**V. Professional Services Fee**

The fee for the specified scope of services and scope of work shall be on an hourly basis per the attached rate schedule, not to exceed the amount of \$150,000. See Exhibit "A", Rate Schedule

**END OF PROPOSAL**

Flewelling & Moody, Inc.

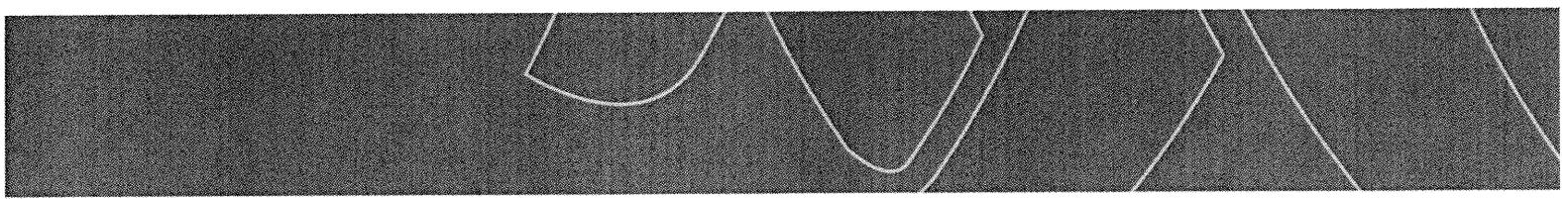
Oxnard School District

\_\_\_\_\_  
Scott Gaudineer, AIA, President

\_\_\_\_\_  
Lisa Cline, ██████████ Superintendent  
Deputy

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE OF BILLING RATES – 2017**

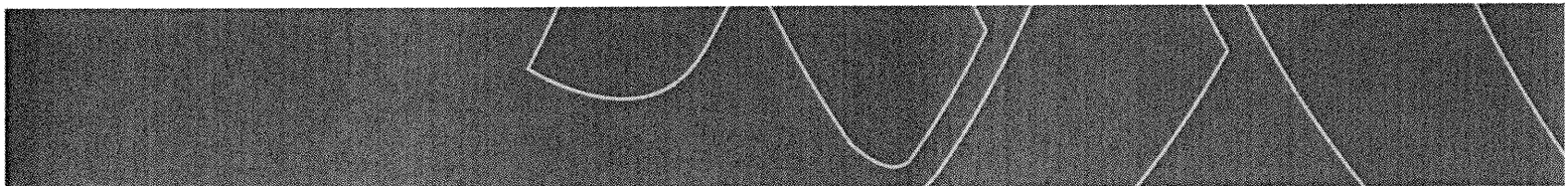
Principal	260.00
Project Manager	210.00
Project Architect	190.00
Senior CA Field Representative	185.00
CA Field Representative	160.00
Job Captain	160.00
Designer II	135.00
Designer I	120.00
CADD III	120.00
CADD II	100.00
CADD I	85.00
Tech Assistant II	100.00
Tech Assistant I	85.00
Accounting Manager	180.00

**SERVICES AND EXPENSES:**

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED CONSULTANT SERVICE LABOR WILL BE BILLED AT THEIR BILLING RATES PLUS 10%. ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 10%:

Governmental fees  
Reproductions  
Plotting  
Scanning  
Auto Travel per IRS standard mileage rate @ .575/mile  
Air/mass transit travel  
Parking/tolls  
Photocopying  
Subsistence  
Sub-Consultants

**All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.**



## 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 Architectural 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 Lease/Leaseback Contractor (LLBC).
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- (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 Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The
-

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, 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.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) 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 Architectural 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 appropriate 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 Architectural 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 required.
  - (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 LLBC; 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 its representatives.
  - (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 general contractor's overhead and profit, and general condition. (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 sub-Architects 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 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.

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- (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. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES**

The Architect is not responsible for providing, as part of the Architectural 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
-

**EXHIBIT "D"**

**INVOICE APPROVAL FORM**

DATE:

**Project:** **Preliminary Architectural and Engineering Services for the Doris/Patterson Site**

**Architect of Record:** **Flewelling and Moody, Inc.**

---

Flewelling and Moody, Inc. has submitted Invoice No. \_\_\_\_\_ for review by the District's Program Manager, Caldwell Flores Winters, Inc., and the District.

By signing below, a representative of Flewelling and Moody, Inc., 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.

\_\_\_\_\_  
Flewelling and Moody, Inc.

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

\_\_\_\_\_  
Caldwell Flores Winters, Inc.                      Date

\_\_\_\_\_  
Oxnard School District                      Date  
Lisa Cline, Deputy Superintendent,  
Business and Fiscal Services

---

## EXHIBIT "E"

### FINGERPRINTING REQUIREMENTS

#### SECTION 00510

#### BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

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

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AND/OR

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

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

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

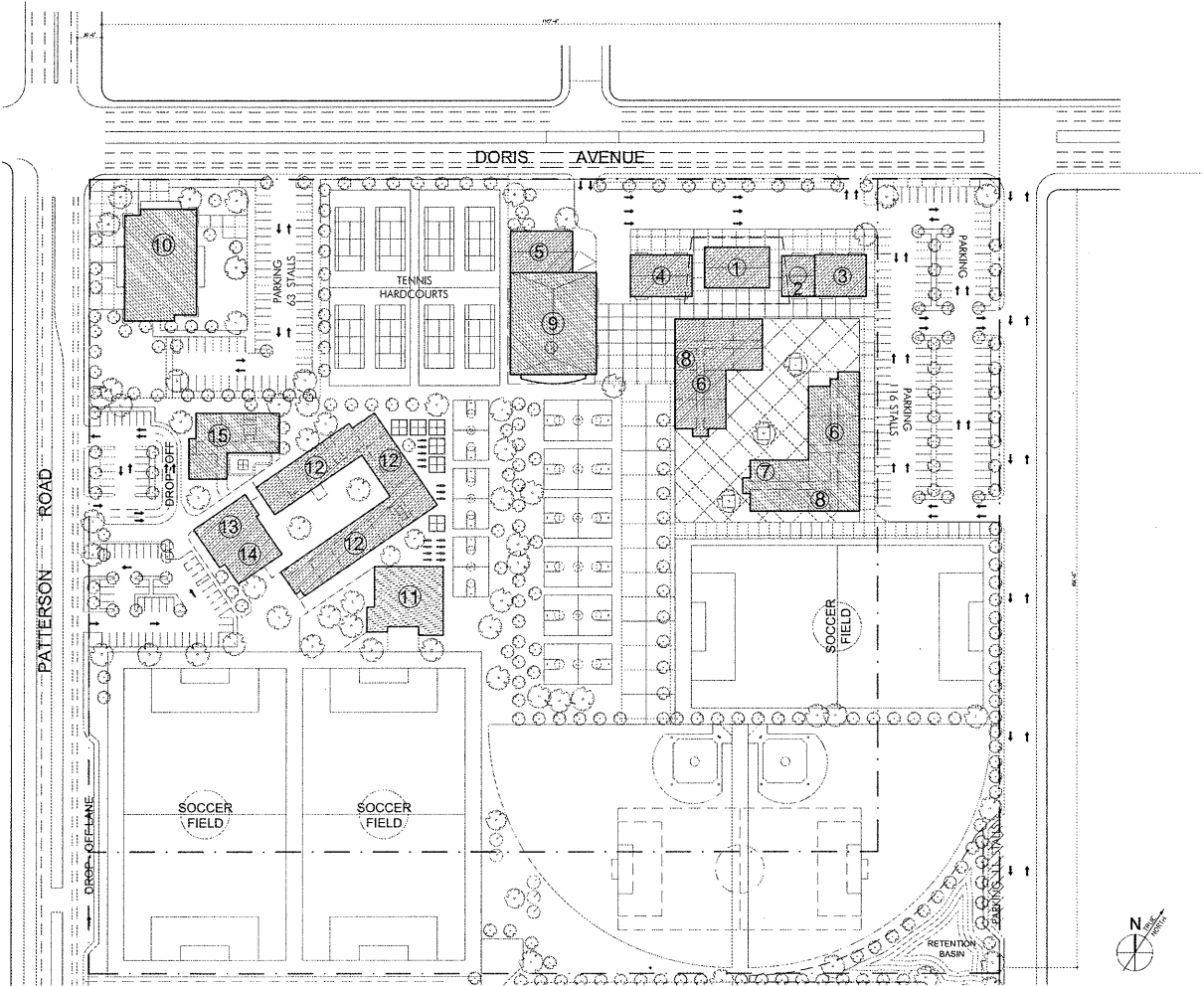
Its: \_\_\_\_\_



# ATTACHMENT "A" - SITE PLAN

## LEGEND

1.	ADMIN. BLDG.	3,005 S.F.
2.	MEDIA CENTER	2,000 S.F.
3.	VISUAL ARTS & MUSIC	3,200 S.F.
4.	STUDENT SUP. PARENT/ CONFERENCE CENTER	3,800 S.F.
5.	FOOD SERVICES	3,900 S.F.
6.	2 STORY / 41 C.R. BLDG	45,312 S.F.
7.	SCIENCE BLDG	2,600 S.F.
8.	RESTROOMS - TOTAL AREA:	3,000 S.F.
9.	GYMNASIUM	13,150 S.F.
10.	2 STORY DISTRICT OFFICE	23,665 S.F.
11.	MULTI-PURPOSE & FOOD SERV. BLDG	5,375 S.F.
12.	2 STORY / 23 C.R. BLDG	3,600 S.F.
13.	ADMIN.	22,560 S.F.
14.	MEDIA CENTER & STUDENT SUPPORT SERV.	3,005 S.F.
15.	KINDERGARTEN	2,700 S.F.
		6,400 S.F.



DORIS / PATTERSON SITE PLAN

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 1/18/17

- 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**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Amendment #1 to Agreement #16-44 – California Department of Education – Child Development Division Contract #CSPP-6635 (Freeman/Thomas)**

At the Board meeting of August 3, 2016, the Board of Trustees approved Agreement #16-44 (Contract #CSPP-6635) with the California Department of Education (CDE) for the operation of 7 State Preschools. The Budget Act of 2016 includes new rates for state preschool programs effective January 1, 2017. Due to challenges associated with implementing two rates in the same contract year, CDE will implement the increase by blending the two rates. The blended rate will be the average of the approved rate for the entire fiscal year 2016-2017. The new rate is retroactive to July 1, 2016.

**Term of the agreement:**      **July 1, 2016 through June 30, 2017**

**FISCAL IMPACT:**

<b>\$1,196,273.00</b>	<b>Prior amount approved/encumbered</b>
<b><u>\$ 61,446.00</u></b>	<b>Encumbrance increase amount per Amendment #1</b>
<b><u>\$1,257,719.00</u></b>	<b><i>New total funding to OSD for 2016-17</i></b>

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #1 to Agreement #16-44 with California Department of Education – Child Development Division.

**ADDITIONAL MATERIAL:**

**Attached:**      Amendment #1, California Department of Education-Child Development Division (1 Page)  
                         Agreement #16-44, California Department of Education-Child Development Division (8 Pages)





CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

Amendment 01 to OSD Agrmt. #16-44

DATE: July 01, 2016

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Increase

CONTRACT NUMBER: CSPP-6635

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-6

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2016 designated as number CSPP-6635 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,196,273.00 and inserting \$1,257,719.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to the Previous Rate of \$38.53 and inserting the Blended Rate of \$40.45 in place thereof.

The Blended Rate is an average of the Previous Rate and the Previous Rate increased by ten percent. This increase represents the ten percent increase to the Standard Reimbursement Rate, which is effective January 1, 2017, pursuant to the Budget Act of 2016.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 31,048.0 and inserting 31,093.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, containing financial and administrative details.



**CALIFORNIA DEPARTMENT OF EDUCATION**  
 1430 N Street  
 Sacramento, CA 95814-5901

**F.Y. 16 - 17**

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**DATE:** July 01, 2016

**CONTRACT NUMBER:** CSP-6635

**PROGRAM TYPE:** CALIFORNIA STATE PRESCHOOL PROGRAM

**PROJECT NUMBER:** 56-7253-00-6

**CONTRACTOR'S NAME:** OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the STATE PRESCHOOL PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.53 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,196,273.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 31,048.0  
 Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>.

<b>STATE OF CALIFORNIA</b>				<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE) 				BY (AUTHORIZED SIGNATURE) 8-10-16			
PRINTED NAME OF PERSON SIGNING Sushil Chandra, Manager				PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Franz, Director of Purchasing			
TITLE Contracts, Purchasing and Conference Services				ADDRESS 1051 South A Street, Oxnard, CA 93030			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,196,273	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs			FUND TITLE General		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7253						
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,196,273	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590							
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				T B A NO	BR NO		
SIGNATURE OF ACCOUNTING OFFICER 				DATE SEP 02 2016			

**RESOLUTION #16-04**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2016-17.

**RESOLUTION**

BE IT RESOLVED that the Governing Board of Oxnard School District

authorizes entering into local agreement number CSPP-6635 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Lisa A. Franz</u>	<u>Director, Purchasing</u>	

PASSED AND ADOPTED THIS 3rd day of August 2016, by the Governing Board of Oxnard School District of Ventura County, in the State of California.

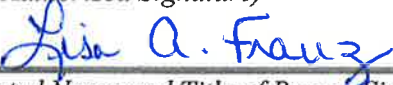
I, Debra Cordes, Clerk of the Governing Board of Oxnard School District, of Ventura County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Debra M Cordes 8/9/16  
 (Clerk's signature) (Date)

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <b>Oxnard School District</b>		<i>Federal ID Number</i> <b>95-6002318</b>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <b>Lisa Franz, Director of Purchasing</b>		
<i>Date Executed</i> <b>8-10-16</b>	<i>Executed in the County of</i> <b>Ventura</b>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments

under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov),

and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for

preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO.B (REV. 6/07)

## FEDERAL CERTIFICATIONS

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.805 and 76.810:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,



to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Elementary Schools at Drifill, Elm, McKinna, Ritcher

San Miguel, and Sierra Linda

Check  if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE  
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

**ENVIRONMENTAL TOBACCO SMOKE ACT**

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT # CSPP-6635
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Lisa Franz, Director of Purchasing	<i>Lisa A. Franz</i> 8-10-16
SIGNATURE	DATE

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Ratification of Agreement #16-222 – Art Trek Inc. (Freeman/Thomas)**

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Art Trek Inc. will provide art enrichment for students participating in the after school programs at various sites.

**FISCAL IMPACT:**

Not to Exceed \$32,400.00 – ASES Grant Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #16-222 with Art Trek Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-222, Art Trek Inc. (1 Page)



# ART TREK, INC.

A 501 (C) (3) non-profit organization  
Oxnard ASES Program Jan/Feb 2017

This Agreement for Instructional Services, effective between Oxnard School District, with its address at 1051 South A Street Oxnard, CA 93030 and Art Trek, Inc., with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Oxnard School District finds that ART TREK is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

**SERVICES:** Art Trek shall provide the following services to your school:

Provide teachers for school enrichment classes for students (up to 20 students per class) at six schools in the Oxnard School District for four weeks in Jan/Feb 2017.

Oxnard shall be charged for 4 hours of instruction per day taught per school which includes set up, instruction and clean up.

In addition, the cost includes all lesson prep, materials, administrative fees, and oversight of the program

**PROGRAM SHALL BE INVOICED AT \$90 PER hour which includes all of the above services.**

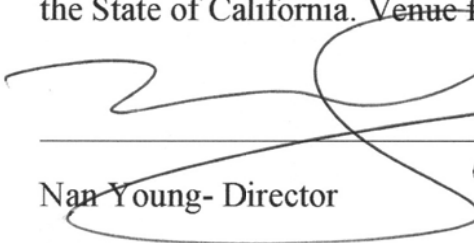
\$ 90 per four hours per day = \$360 per day for one school

\$ 360 x six schools = \$2160 per day for 6 schools

\$2160 x 15 days of teaching = \$32,400 total for 15 days of teaching

**INVOICING:** Invoicing shall be once a month after the completion of the last class for that month. These are the terms of agreement between Art Trek and the Oxnard School District from January 9, 2017 through February 2, 2017. If this Agreement meets with your approval, please sign, date, and return so we can proceed.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

	<i>Jan 6, 2017</i>		
Nan Young- Director	Date	Lisa Franz, Dir of Purchasing	Date

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

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

**Ratification of Amendment #1 to Agreement #16-113 – Casa Pacifica School (Freeman/Sugden)**

---

At the Board meeting of October 5, 2016, the Board of Trustees approved Agreement #16-113 with Casa Pacifica, for Non-Public School services for student below for the 2016-2017 school year, in the amount not to exceed \$39,600.00.

It is necessary to increase the amount of Agreement #16-113 by \$21,300.00 for a total cost of \$60,900.00 for 2016-2017. The increase is due to the additional cost of Intensive Individualized services (1:1 Paraeducator) that was not included in the original agreement.

Student: ZH020603

**FISCAL IMPACT:**

\$21,300.00 – Special Education Funds  
*(\$25.00 hourly rate x 6 hours /day x 142 days= \$21,300.00 - Including Extended School Year; ESY)*

**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 #16-113 with Casa Pacifica School, NPS, in the amount not to exceed \$21,300.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1 (1 Page)  
Agreement #16-113, Casa Pacifica School (4 Pages)

**AMENDMENT #1 TO AGREEMENT #16-113 with  
CASA PACIFICA, NON-PUBLIC SCHOOL  
January 18, 2017**

At the Board meeting of October 5, 2016, the Board of Trustees approved Agreement #16-113 with Casa Pacifica, for Non-Public School services for student below for the 2016-2017 school year, in the amount not to exceed \$39,600.00.

It is necessary to increase the amount of Agreement #16-113 by \$21,300.00 for a total cost of \$60,900.00 for 2016-2017. The increase is due to the additional cost of Intensive Individualized services (1:1 Paraeducator) that was not included in the original agreement.

**\$25.00 hourly rate x 6 hours /day x 142 days= \$21,300.00  
(Including Extended School Year; ESY)**

Student:       ZH020603

**CASA PACIFICA, NON-PUBLIC SCHOOL, OXNARD, CA:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

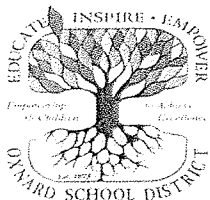
Michael Redard, Chief Financial Officer  
*Typed Name/Title*

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Lisa Franz, Director, Purchasing  
*Typed Name/Title*



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #16-113

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of October 2016, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

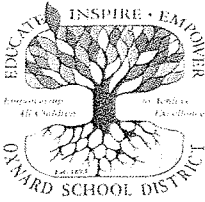
WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

ZH020603

**Student:** [REDACTED]

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2016-2017** school year at a daily rate of \$160 for 200 days; this includes 20 days of extended school year through July 13, 2017; and a \$38 daily rate for round trip transportation; services not to exceed **\$39,600.00.**
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.



# OXNARD SCHOOL DISTRICT

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

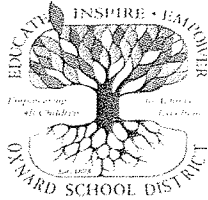
AGREEMENT #16-113

Page 2

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$39,600.00** for **Student:** [REDACTED] ZH020603

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-113

Page 3

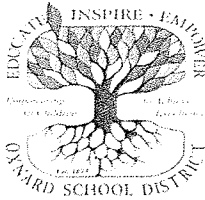
11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to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

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

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

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





# OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-113

Page 4

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

10/6/16  
Date

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

9/22/16  
Date

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 1/18/17

- 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**    1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #16-186 - Assistance League, Non-Public School, NPS (Freeman/Sugden)**

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Requesting ratification for Non Public School (NPS) services for the students listed below for the 2016-2017 school year, including Extended School year, beginning November 1, 2016. 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 (2)**

IM062912  
EV120612

**FISCAL IMPACT:**

Tuition Pre-K:            \$785 monthly rate x 2 students x 8 months = \$12,560.00  
(Including Extended School Year; ESY)

**Grand Total:**            **\$12,560.00** - 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 #16-186 with Assistance League, NPS.

**ADDITIONAL MATERIAL(S):**

**Attached:**            Agreement #16-186, Assistance League, NPS (3 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #16-186

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of January 2017 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 (2)**

IM062912

EV120612

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 per month, per student, for 8 months each, beginning November 1, 2016, including Extended School Year (ESY) through July 2017; amount not to exceed **\$12,560.00.**
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 **\$12,560.00** for students listed on page one of this Agreement #16-186.
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: 1/18/17

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

**Ratification of Agreement #16-196 – Teaching Learning Creating, Plus (TLC+), Non-Public School (Freeman/Sugden)**

Requesting ratification of Non Public School (NPS) services for student NC072504 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 pupil's individual educational plan as specified in the individual service agreement.

Student: NC072504

**FISCAL IMPACT:**

Tuition: \$147.72 per diem x 139 days = \$20,533.08  
(Including 20 days of Extended School Year)

Snack and Lunch: \$3 daily rate x 139 days = \$417.00

Transportation: \$30.00 daily rate for 139 days = \$4,170.00

**Grand Total: \$25,120.08 - 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 #16-196 with Teaching Learning Creating, Plus, Non-Public School, in the amount not to exceed \$25,120.08.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-196, Teaching Learning Creating, Plus (4 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #16-196

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of January 2017, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and Teaching Learning Creating, Plus (TLC+), hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: NC072504**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2016-2017** school year at a daily rate of \$147.72 for 139 days; this includes 20 days of extended school year through July 13, 2017; snack/lunch at a daily rate of \$3 for 139 days; and a \$30 daily rate for round trip transportation; services not to exceed **\$25,120.08.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-196

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$25,120.08** for Student: **NC072504.**

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





# OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-196

Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-196

Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hilda Salas, Director  
Teaching Learning Creating, Plus, Nonpublic,  
Nonsectarian School

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/18/17

- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #16-206 – Casa Pacifica School (Freeman/Sugden)**

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Requesting ratification for Non-Public School (NPS) services for Student GS021503, 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 pupil's individual educational plan as specified in the individual service agreement.

Student: GS021503

**FISCAL IMPACT:**

Tuition: \$160.00 per diem x 129 days = \$20,640.00  
(Including 20 days of Extended School Year)

Speech Services: \$60 per mo. X 8 months = \$480.00

Transportation: \$38 Round trip daily rate, for 129 days = \$4,902.00

**Grand Total: \$26,022.00 – 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 #16-206 with Casa Pacifica School, NPS, in the amount not to exceed \$26,022.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-206, Casa Pacifica School (4 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #16-206

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of January 2017, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: GS021503**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2016-2017** school year at a daily rate of \$160 for 129 days; this includes 20 days of extended school year through July 13, 2017; Speech Services at a \$60 per month rate for 8 months, and a \$38 daily rate for round trip transportation; services not to exceed **\$26,022.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-206

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$26,022.00** for **Student: GS021503.**

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-206

Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #16-206

Page 4

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 1/18/17

- 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**    1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #16-209 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

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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:**

GG111606	\$ 5,014.22
JP030904	\$ 4,435.11
EN071309	\$15,042.66
JS010805	\$ 4,435.11 ( <i>includes Bus Aide</i> )

**FISCAL IMPACT:**

\$28,927.10 - 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 #16-209 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$28,927.10.

**ADDITIONAL MATERIAL(S):**

**Attached:**    Agreement #16-209, Ventura County Office of Education (4 Pages)





# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **May 27, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard [REDACTED] School District**, hereinafter referred to as DISTRICT. GG111606

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** 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, 1944 min weekly.

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 5/27/2016 (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>2016-2017</u> (5/27/2016-6/30/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>5,014.22</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: 11/8/16

Estimated Cost \$ 5,014.22 (2016-2017 fiscal year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

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

JP030904

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, 60 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 day 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 9/15/2016 (IEP date: 9/14/2017), 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>2016-2017</u> ( <u>9/15/2016-6/30/2017</u> )	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>4,435.11</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 [REDACTED] 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: 11/8/16

Estimated Cost \$ 4,435.11 (2016-2017 fiscal year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **September 12, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard [REDACTED] School District**, hereinafter referred to as DISTRICT.

EN071309

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Los Nogales** 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 through out 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 **9/12/2016** (IEP date=12/9/2015), 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>2016-2017</u> (9/12/2016-12/9/2016)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>15042.66</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 [REDACTED] 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: 10/24/16

Estimated Cost \$ 15042.66 (for fiscal year 2016-2017)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective August 18, 2016 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard [REDACTED] School District, hereinafter referred to as DISTRICT.

JS010805

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 during transportation, Bus Aide 60 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 day 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 8/18/2016 (IEP date=5/10/2016), 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>2016-2017</u> (8/18/2016-5/10/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>4,435.11</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: 11/8/16

Estimated Cost \$ 4,435.11 (2016-2017 fiscal year)

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 1/18/17

- 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**    1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #16-221 - 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:**

PL031809	\$ 2,750.00
BE053005	\$45,961.76

**FISCAL IMPACT:**

\$48,711.76 - 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 #16-221 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$48,711.76.

**ADDITIONAL MATERIAL(S):**

**Attached:**    Agreement #16-221, Ventura County Office of Education (2 Pages)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **September 16, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard [REDACTED] School District**, hereinafter referred to as DISTRICT.  
PL031809

1. This agreement pertains to providing exceptional service(s) for, **[REDACTED]** a Special Education pupil who is a resident of DISTRICT and currently attends, **Los Nogales** 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, 1655 min monthly.**

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 9/16/2016 (IEP date 4/28/2016), 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>2016-2017</u> (9/16/2016-4/28/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>2,750.00</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 [REDACTED] SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 2,750.00 (2016-2017 fiscal year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **August 17, 2016** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard [REDACTED] School District**, hereinafter referred to as DISTRICT.  
BE053005

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, 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 8/17/2016 (IEP date=6/27/2016, 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>2016-2017</u> (8/17/2016-6/30/2017)	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ <u>45,961.76</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 [REDACTED] SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 45,961.76 (2016-2017 fiscal year)

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

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** 1/18/17

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

**Ratification of Amendment #1 to Agreement #14-43 – National University – Internship Credential Program (Vaca/Gern)**

At the Board meeting of July 23, 2014, the Board of Trustees approved Agreement #14-43 with National University to partnership with OSD for the purpose of providing contractual services for students, or state-supported K-12 educational service units and to offer the following internship credential programs: Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential-School Counseling, Pupil Personnel Services Internship Credential-School Psychology, in meeting with the regulations and standards of California Commission on Teacher Credentialing (CCTC).

Amendment #1 is hereby presented for Board ratification, as Article 8 has been revised to meet State regulations regarding Teacher and Special Education Intern Support.

**FISCAL IMPACT:**

District will pay National University Interns on the Certificated Salary Schedule from the Unrestricted General Fund.

**RECOMMENDATION:**

It is recommended by the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees ratify Amendment #1 to Agreement #14-43 with National University.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1, National University (1 Page)  
Agreement #14-43, National University (6 Pages)  
Certificate of Insurance (10 Pages)





**AMENDMENT #1 TO OSD AGREEMENT #14-43**  
**ADDENDUM TO EXISTING UNIVERSITY INTERNSHIP AGREEMENT**  
*Teacher Education & Special Education Programs*

This Addendum shall amend “Article 8, Clauses a, b & h” in the “INTERNSHIP CREDENTIAL PROGRAM AGREEMENT” with the below “Article 8. Program Support Extended” between National University and Oxnard School District.

Whereas state regulations effective January 1, 2014 mandate specific support and supervision minimums, the “Program Support” section of the existing University Internship Credential Program Agreement must be amended. Intern teachers should receive, at a minimum, 15 hours of support/mentoring and supervision per month at a rate of between two and four hours per week. A California public school year consists of approximately 36 instructional weeks or nine months; therefore, the minimum yearly number of support/mentoring and supervision hours have been set at 144 hours by the Commission (36 weeks times four hours per week).

**“Article 8. Program Support Extended”**

**8.a.** Site Support Provider (District) will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.

University Support Providers will provide guidance and mentorship frequently for all students including, but not limited to English Language Learners via virtual communication, in-classroom coaching and mentoring as deemed appropriate.

**8.b** Site Support Providers will hold a valid Clear or Life Credential, three years of successful teaching experience and hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or a valid bilingual authorization issued pursuant to section 80015.1. Interns without an English Language Authorization must receive a minimum of 45 hours of focused English Language instruction support each school year.

University Support Providers will have current knowledge in their subject-matter area; ability to model best practices in teaching, scholarship and service; working knowledge about diversity (abilities, culture, language, ethnic, gender); and understanding of academic standards, frameworks and accountability for public schools.

**8.h.** Employer will provide supervision and ongoing support for a minimum of 100 hours per school year. Interns without an English Language Authorization must receive focused English Language instruction support. (b)(5)(B) Requires the employer to identify an individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization.

University Support Providers will provide supervision and ongoing support for a minimum of 44 hours per school year.

University Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be turned in as part of the intern’s clinical practice course assignments.

**8.i.** National University begins intern support four times a year (September, November, February, April). Schools who hire/place interns outside these start dates are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date (September, November, February, April) at which point the University Support provider will provide University support services as noted in article (8.h.).

By signing, National University and Oxnard School District agree to the addition of “Article 8, Clauses a, b & h” to the “INTERNSHIP CREDENTIAL PROGRAM AGREEMENT” between National University and Oxnard School District.

**Oxnard School District**

**National University**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Lisa A. Franz

Printed Name: \_\_\_\_\_

Title: Director, Purchasing

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



COPY

## INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective July 24, 2014 (“**Effective Date**”) by and between Oxnard School District, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of Ventura (individually or collectively, “**District**”), and National University (“**University**”), a California nonprofit, private university.

### RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. **Term**. The term of this Agreement shall commence as of the Effective Date above and shall continue for one year or until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. **Placement of Interns**. **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District**'s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern's acceptance into the Program, while **District** reserves the right to make the final determination on any Intern's employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. **Program Requirements**. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
  - a. Recommendation to a Program by a **District** designee.
  - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.

- c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
  - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
  - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
  - f. All service preconditions required by the CCTC shall have been met.
4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
  5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
  6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
  7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
  8. Teacher and Special Education Intern Support.
    - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. **University** Support Providers will provide guidance and mentorship in weekly planning for all students including, but not limited to English Language Learners via virtual communication, in-classroom coaching and mentoring as deemed appropriate.
    - b. **District** Site Support Providers will hold a valid Clear or Life Credential, three years of successful teaching experience, and a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1. **University** Support Providers will have current knowledge in their subject-matter area; ability to model best practices in teaching, scholarship and service; working knowledge about diversity (abilities, culture, language, ethnic, gender); and understanding of academic standards, frameworks and accountability for public schools. **District** and **University** shall independently determine the qualifications of their respective supervisors.
    - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
    - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
    - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
    - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
    - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
    - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress. **District** Site Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive focused English Language instruction support. **University** Support Providers will provide supervision and ongoing support for a minimum of 72 hours. Interns without an English Language Authorization must receive a minimum of 45 hours of focused English Language instruction support. **University** Support Providers will monitor the completion of employer-provided support via a Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers

and/or employer support personnel. Forms must be turned in as part of the intern's clinical practice course assignments.

9. Counseling, Psychology and Administrative Services Intern Support
  - a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
  - b. **District** and **University** shall independently determine the qualifications of their respective supervisors.
  - c. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
  - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
  - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
  - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
  - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
  - h. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
11. Duration of Internship. Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
12. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
13. Indemnity. The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents.

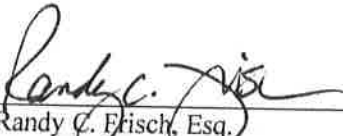
The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in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

14. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
15. Publicity. Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
16. Records. It is understood and agreed that all employment records shall remain the property of **District**, and all student records, including Intern assessments, will remain the property of **University**.
17. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
18. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
19. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
20. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
21. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.
22. Certificate of Clearance. In accordance with California Education Code Section 44320(b), each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate of Clearance from the CTC prior to beginning their assignment in the district.
23. Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

This Agreement is executed by and between:

**University:** National University

Contact: Jason Garchie  
Credentials Contract Coordinator  
11255 North Torrey Pines Road  
La Jolla, CA 92037-1011  
Telephone (858) 642-8300  
Facsimile (858) 642-8717  
credcontracts@nu.edu

By:   
Randy C. Frisch, Esq.  
Vice Chancellor, Business and Administration

Dated: July 27, 2014

**District:** Oxnard School District

By: 

Name: Lisa A. Franz

Title: Director, Purchasing

Address: 1051 South A Street

Oxnard, CA 93030

Telephone: (805) 385-1501

Dated: 7-24-14







## **EXHIBIT A**

### **Internship Programs**

**District and University** wish to partner to support the following Programs:

- Teacher Education Internship Credential
- Special Education Internship Credential
- Preliminary Administrative Services Internship Credential
- Pupil Personnel Services Internship Credential – School of Counseling
- Pupil Personnel Services Internship Credential – School of Psychology

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/30/2016

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Commercial Lines - (949) 225-6900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 2030 Main Street, Suite 200 Irvine, CA 92614-7253	<b>CONTACT NAME:</b> Debbie Karpuk <b>PHONE (A/C, No, Ext):</b> 949.358.6108 <b>E-MAIL ADDRESS:</b> debbie.karpuk@wellsfargo.com	<b>FAX (A/C, No):</b> 949.358.6189
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> National University 11355 N.Torrey Pines Road La Jolla, CA 92037-1013	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	<b>NAIC #</b> 18058
	<b>INSURER B:</b> Travelers Casualty Ins Co of America	<b>NAIC #</b> 19046
	<b>INSURER C:</b> American Casualty Company of Reading, PA	<b>NAIC #</b> 20427
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 10928677**REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Sexual Molestation			PHPK1558101	09/29/2016	09/29/2017	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 Aggrega/Each Abusive Condu \$ 500,000/250,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1558101	09/29/2016	09/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ ----- BODILY INJURY (Per accident) \$ ----- PROPERTY DAMAGE (Per accident) \$ ----- \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TC2JUB-4242B530-15	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			0127282096	05/09/2016	05/09/2017	\$2,000,000 Each Claim \$5,000,000 Aggregate

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

Oxnard School District is included as an additional insured as respects General Liability per the attached endorsement.

**CERTIFICATE HOLDER**
 Oxnard School District  
 1051 South A St.  
 Oxnard, CA 93030-7442
**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT  
SCHOOLS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

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

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured -- Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured -- By Contract, Agreement or Permit	Included	4
Additional Insured -- Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

**A. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
  - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**;
  - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
  - a. \$300,000; or
  - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

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

**B. Extended "Property Damage"**

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

- a. **Expected or Intended Injury**  
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**C. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

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

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

**D. Supplementary Payments**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.**

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period**

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

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, the second part of Paragraph **a.** is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

**F. Employee Indemnification Defense Coverage**

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

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

**G. SECTION II - WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:
  - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
  - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
  - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
  - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
    - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:  
This insurance does not apply to:
- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- (1) This provision does not apply:
    - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury";
    - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
    - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
  - (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
    - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      - (ii) Supervisory, inspection, or engineering services.
  - (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
    - (a) To any "occurrence" which takes place after the equipment lease expires; or
    - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
  - (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
    - (a) Any "occurrence" which takes place after you cease to lease that land; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.
- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
  - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

**H. Per Campus – General Aggregate**

- 1. **SECTION III – LIMITS OF INSURANCE**, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
  - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
    - (a) Insureds;
    - (b) Claims made or "suits" brought; or
    - (c) Persons or organizations making claims or bringing "suits".
  - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
  - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

- 2. **SECTION V – DEFINITIONS** is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### **I. Duties in the Event of Occurrence, Claim or Suit**

1. The requirement in Paragraph **2.a.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.
  
2. The requirement in Paragraph **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An executive officer or insurance manager, if you are a corporation.

#### **J. Other Insurance – Primary Additional Insured**

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. Primary Insurance - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.
- b. Excess Insurance -This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
  - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
  - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph **g.**

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

#### **K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy**

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. OTHER INSURANCE**, Paragraph **b. Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph **g.**; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**L. Unintentional Failure To Disclose Hazards**

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

**M. Liberalization**

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

**N. Bodily Injury - Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is changed to read:

“Bodily Injury”:

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

**O. Personal and Advertising Injury – Abuse of Process, Discrimination**

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

1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
  - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

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

**P. Transfer of Rights of Recovery Against Others To Us**

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:



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

**Q. Science Laboratory "Occurrence"**

**SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **f.** does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

**R. Medical Incident Liability-Nurse and Athletic Trainer**

1. **SECTION II – WHO IS AN INSURED, Subparagraph 2.a. (1) (d)** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.

**BOARD AGENDA ITEM**

**Name of Contributor:** Lisa Cline

**Date of Meeting:** 1/18/17

**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

\_\_\_\_\_X Facilities

**SECTION D: ACTION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**    1<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #16-202 – Nolte Associates Inc. (Cline/Fateh)**

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Purchase Order P17-00243 was issued on June 24, 2016 to NV5 (Nolte Associates Inc.) for preparation of a Preliminary Geotechnical Study for the portable Classrooms Addition at San Miguel School.

The California Geological Survey (CGS) has reviewed the said study report and has requested additional soil testing and analysis to be performed in addition to the tests and analysis conducted by Nolte Associates Inc. for this school site. The additional services will include preparation of a "Site Specific Ground Motion Study" required by the 2013 California Building Code Section 1616A.1.3. Upon completion of the said study, Nolte Associates Inc. will work with CGS to obtain approval of the Geotechnical Report, which is required by the Division of State Architect (DSA) for plan approval for this project.

**FISCAL IMPACT:**

\$9,480.00 – Deferred Maintenance

**RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Deputy Superintendent, Business and Fiscal Services, that the Board of Trustees ratify Agreement #16-202 with Nolte Associates Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:**    Agreement #16-202, Nolte Associates Inc. (13 Pages)  
                    Proposal (3 Pages)

## OXNARD SCHOOL DISTRICT

### Agreement #16-202

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18<sup>th</sup> day of January, 2017 by and between the Oxnard School District (“District”) and Nolte Associates Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

#### RECITALS

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

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **December 19, 2016 through February 28, 2017** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, shall not exceed Nine Thousand Four Hundred Eighty Dollars (\$9,480.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

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

\_\_\_\_\_ (Initials)

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

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

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: David Fateh  
Phone: (805) 385.1514 x2501  
Fax: (805) 486.5848

**To Consultant:** Nolte Associates Inc.  
1868 Palma Drive, Suite A  
Ventura, CA 93003  
Attention: Scott Moors  
Phone: (805) 656.6074  
Fax: (805) 650.6264



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

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

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

26. **Administration.** DAVID FATEH shall be in charge of administering this Agreement on behalf of the District. The Deputy Supt., Business & Fiscal Services has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**NOLTE ASSOCIATES INC.:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Lisa Cline, Deputy Supt., Business & Fiscal Svcs.  
*Typed Name/Title*

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #16-202

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-202**

**SERVICES**

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

**PER ATTACHED PROPOSAL DATED 12/12/16**

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

**PER ATTACHED PROPOSAL DATED 12/12/16**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #16-202

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-202**

**COMPENSATION**

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

Total Compensation Not to Exceed \$9,480.00

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$9,480.00 as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #16-202

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-202**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #16-202

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #16-202

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #16-202**

**CONFLICT OF INTEREST CHECK**

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

*Lisa Cline*  
*Deputy Superintendent,*  
*Business & Fiscal Svcs.*



December 12, 2016

**Oxnard School District**  
1055 South C Street  
Oxnard, California 93030

Project No.: 16-001980

Attention: David Fateh, Director of Facilities

via email: [d.fateh@oxnardsd.org](mailto:d.fateh@oxnardsd.org)

**Subject: Proposal for Site Specific Ground Motion Study and Response to California Geological Survey Review Letter Dated November 17, 2016 for San Miguel Preschool Relocatables Project, San Miguel School, Oxnard, California**

References: Engineering Geology and Seismology Review for San Miguel Preschool – Three Modular Classrooms Buildings, 2400 S. J. Street, Oxnard, Ventura County, California, CGS Application No. 03-CGS2560 by California Geological Survey dated November 17, 2016.

Report of Preliminary Geotechnical Study, Proposed Portable Buildings, San Miguel School, Oxnard School District, Oxnard, California by NV5 West, Inc. dated September 13, 2016.

Mr. Fateh,

NV5 West, Inc. (NV5) is providing this proposal for a Site Specific Ground Motion Study and geotechnical response to an Engineering Geology and Seismology review of NV5's September 13, 2016 Geotechnical Study by California Geological Survey (CGS) for the proposed relocatables project at San Miguel School in Oxnard, California. The purpose of the proposed geotechnical services are to respond to the engineering geology and seismology review comments by CGS.

This proposal summarizes our understanding of the proposed scope of work and cost estimate.

## **SCOPE OF SERVICES**

Based upon NV5's review of the California Geological Survey's Engineering Geology and Seismology Review, we propose the following scope of services to adequately respond to CGS's review:

**Task 1 – Site Specific Ground Motion Study:** Perform a Site Specific Ground Motion Study per 2013 California Building Code Section 1616A.1.3 and in conformance with ASCE 7-10. The Site Specific Ground Motion Study is required by 2013 CBC Section 1616A.1.3 due to the  $>0.75g$   $S_1$  ground acceleration. This is a new requirement of the 2013 CBC. This study should be applicable for future projects within the District.

### **NV5 WEST, INC.**

1868 Palma Drive, Suite A, Ventura, CA 93003  
Phone: 805.656.6074 Fax: 805.650.6264

[www.NV5.com](http://www.NV5.com)  
Offices Nationwide



**Task 2 – Supplemental Engineering Analyses:** Perform additional liquefaction and seismic settlement analyses to satisfy comments made in the CGS review letter.

**Task 3 – Preparation of Response Letter:** Prepare a geotechnical letter in response to the CGS review presenting an item by item response to the review comments, including the Site Specific Ground Motion study and NV5’s supplemental engineering analyses.

**COST ESTIMATE**

NV5 will perform the scope of services described herein for the Lump Sum Fee of Nine Thousand Four Hundred and Eighty dollars. A breakdown of charges is presented below for information purposes only.

<b>Task</b>	<b>Estimated Schedule (Working Days)</b>	<b>Estimated Cost</b>
Task 1: Site Specific Ground Motion Study	10	\$ 7,700
Task 2+3: Supplemental Engineering Analyses and Preparation of Response Letter	5	\$ 1,780
<b>TOTAL LUMP SUM FEE</b>	<b>15</b>	<b>\$ 9,480</b>

**ASSUMPTIONS AND LIMITATIONS**

This proposal has been prepared for the exclusive use of the client for the services described herein and is valid for 90 days. NV5 will endeavor to conduct these services in a manner consistent with that level of skill and care ordinarily exercised by members of the profession practicing in the same locality and under similar conditions as this project. NV5 makes no other representation or warranty, either expressed or implied.

Our proposal includes the following assumptions and limitations. Please read this section carefully. If you have any questions regarding these items, please contact our office.

- NV5’s fee estimate is based upon the scope of work and schedule described above. Additional services, or schedule adjustments that may be requested or required due to changes in the proposed project or other conditions, are excluded.
- Time for project meetings away from our office, except as specifically listed herein, is not included in this proposal. If meetings are requested, NV5 will attend on a time-and-materials basis.

NV5 appreciates the opportunity to present this proposal. Should you have any questions or require further assistance, please contact us at (805) 656-6074.

*Respectfully Submitted,*  
**NV5 WEST, Inc.**



Shaun Simon, RCE 82610  
Engineering Manager



Scott Moors, CEG  
Vice President

OSD BOARD AGENDA ITEM

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

Date of Meeting: **January 18, 2017**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:  
      \_\_\_\_\_ Academic  
      \_\_\_\_\_ Enrichment  
      \_\_\_\_\_ Special Education  
      \_\_\_\_\_ Support Services  
      \_\_\_\_\_ Personnel  
      \_\_\_\_\_ Legal  
      \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies    1<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of the 2016-17 Quarterly Report on Williams Uniform Complaints, Second Quarter (Vaca)**

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**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, complaints were filed during the second quarter.

**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, second quarter, as presented.

**ADDITIONAL MATERIAL:**

2016-17 Quarterly Report on Williams Uniform Complaints, Second Quarter (2 pages)

## 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: **January 2017 (10/1/16 – 12/31/16)**

Date for information to be reported publicly at governing board meeting: **January 18, 2017**

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	7	7	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	7	7	0
<b>TOTALS</b>	14	14	0

**Dr. Cesar Morales**

Print Name of District Superintendent

Signature of District Superintendent

<b>Complaint</b>	<b>Resolution</b>
<p><b>Re: Fremont Middle School</b></p> <p><b><u>Facility Conditions:</u></b>                      The week of September 26-30, 2016 was very hot and temperatures were very high in the City of Oxnard. Fremont School did not have an adequate air conditioner system for students in each class. There are several classes without air conditioners. On 9/27/16, my son was dismissed by 9 am because he had a cast on his arm and he was not feeling good and it began to burn because of the heat and he also had eye problems.</p> <p><b><u>Textbooks and Instructional Materials:</u></b>                      Students do not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class. Students do not have access to textbooks or instructional materials to use at home or after school.</p>	<p><b>Re: Fremont Middle School</b></p> <p><b><u>Facility Conditions:</u></b>                      HVAC technicians were sent out to 8<sup>th</sup> grade classrooms at Fremont to verify the operation of the chilled water system and found it to be operational. The chiller is scheduled to be replaced with Proposition 39 funding.</p> <p><b><u>Textbooks and Instructional Materials:</u></b>                      All textbooks were delivered and received by Fremont on 10/4/16.</p>
<p><b>Re: Marshall School:</b></p> <p><b><u>Textbooks and Instructional Materials:</u></b>                      Students do not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.</p> <p>Students do not have access to textbooks or instructional materials to use at home or after school.</p> <p>There are not enough textbooks for each student or class as a whole. Not enough iPads, chargers and other accessories.</p>	<p><b>Re: Marshall School:</b></p> <p><b><u>Textbooks and Instructional Materials:</u></b>                      The textbooks were delivered and received by Marshall on 10/4/16. These materials are for use in the classroom as well as for the teacher to assign homework, when applicable. Loaner iPads are available through the Marshall Computer Technician for students who may have forgotten their iPad at home or do not have a fully charged iPad.</p>
<p><b>Re: Sierra Linda</b></p> <p><b><u>Textbooks and Instructional Materials:</u></b>                      Students do not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class. Students do not have writing or reading textbooks and do not have access to textbooks or instructional materials to use at home or after school. Textbooks are urgently needed because they transition in December. Children do not have iPad replacements and cables.</p> <p><b><u>Facility Conditions:</u></b>                      School restroom not cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. Children have difficulty grabbing toilet paper; there is no air conditioner and it has been 96 degrees.</p>	<p><b>Re: Sierra Linda</b></p> <p><b><u>Textbooks and Instructional Materials:</u></b>                      The materials were received by Sierra Linda on October 4, 2016. These materials are for use in the classroom, as well as for the teacher to assign homework when applicable. The students in the second grade Transitional Bilingual classes currently have the Spanish Language Arts textbooks, Maravillas, and have the second grade English Language Arts textbooks, Wonders, ready for the students' transition to English. The computer technician at Sierra Linda has loaner iPad accessories for students who may have forgotten their iPad cable at home.</p> <p><b><u>Facility Conditions:</u></b>                      Custodial manager assessed the cleanliness of the restrooms and found them to be clean and all necessary dispensers stocked.</p> <p>HVAC technicians were sent out to verify the operation of the chilled water system and found it to be operational. The chiller is on a list for replacement, due to the age of the equipment.</p> <p>HVAC technician was sent to assess the A/C/Heating package unit in room #1004 and found it to be operational.</p>

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 1/18/17**

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

**Approve Out of State Conference – Washington, D.C. (Freeman/West)**

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The Board’s approval is requested for the MSAP Project Director Ms. Debra West to attend the Magnet Schools of America National Policy Training Conference in Washington, D.C. February 15th, 16th and 17th, 2017. This year’s theme is “Building on a Legacy of Excellence”. Attendees will learn about the new administration’s plans, hear detailed information regarding the President Elect’s plan to incentivize school choice programs including magnet schools, and will even have an opportunity to meet with members of congress and learn about their education policy priorities. Attendees will also be invited to participate in MSAP grant writing sessions, gain insight into the emerging policy issues faced by classroom teachers, and network with other magnet school colleagues for across the country.

**FISCAL IMPACT:** Not to exceed \$3,500.00 for registration, airfare, ground travel, lodging and meals to be paid from MSAP funds.

**RECOMMENDATION:** It is the recommendation of the Assistant Superintendent, Educational Services and the Director of MSAP that the Board of Trustees approve the out-of-state conference attendance as outlined above.

**ADDITIONAL MATERIAL:** Meeting Agenda and description of conference content

- [Legislative Updates](#)
- [Grassroots Action Center](#)
- [Policy Insider Blog](#)
- [Magnets in the News](#)
- [MSA Making Headlines](#)



## National Policy Training Conference

[Home](#) | [Events](#) | 2017 National Policy Training Conference

### Building on a Legacy of Excellence

February 15-17, 2017

**Marriott Marquis**  
**901 Massachusetts Avenue, NW**  
**Washington, DC 20001**

Join us for our annual National Policy Training Conference in Washington, DC just weeks after the Presidential Inauguration and the beginning of a new session of Congress.

You don't want to miss this opportunity to find out what the results of the election will mean for K-12 public education and magnet schools.

- Learn about the new administration's plans for implementing the Every Student Succeeds Act (ESSA) as it is rolled out for the first time next year.
- Hear about the details of President-Elect Trump's plan to provide \$20 billion in new funding to incentivize school choice programs including magnet schools in his first 100 days in office.
- Spend time on Capitol Hill meeting with your newly elected Members of Congress to learn about their education policy priorities.
- Participate in Magnet Schools Assistance Program grant writing workshops.
- Hear about emerging policy issues faced by educators in the classroom.
- Network with magnet school colleagues from across the country.



"The policy conference is an excellent opportunity to meet with your legislators and share all of the wonderful magnet school accomplishments taking place in your state. It is one of the best networking experiences you could have. The sessions are both timely and informative."

Sara C. Wheeler, MSAP Grant Project Director,  
District Five of Lexington & Richland Counties, SC

## Conference Overview

### Wednesday, February 15

2:00 PM – 3:30 PM - Check-In/Registration

3:30 PM – 5:30 PM - General Session

5:30 PM – 7:00 PM - Networking Reception

### Thursday, February 16

*Held at Capitol Visitors Center*

8:30 AM – 8:45 AM - Breakfast

8:45 AM - 9:00 AM - *Congressional Speaker Series*

U.S. Representative Suzanne Bonamici, Co-Chair  
and Founder, Congressional STEAM Caucus

9:00 AM – 9:15 AM - Presentation - *Champion of  
Magnet School Excellence Award*

9:15 AM – 10:00 AM - *Congressional Speaker Series*

U.S. Representative Luke Messer, Chairman, Congressional School Choice Caucus

10:00 AM - 11:00 AM - Panel Discussion:

*Preparing for Year One: Implementing the Every Student Succeeds Act (ESSA)*

11:30 AM - 4:30 PM - Capitol Hill Meetings

5:00 PM – 6:00 PM - Evening Debrief held at Marriott Marquis

### Friday, February 17

8:00 AM – 1:00 PM - Check-In/Registration

8:00 AM – 8:30 AM - Breakfast

8:30 AM – 9:15 AM - Keynote Speaker

*Dr. Joshua Starr, CEO, PDK International*

*Understanding Public Attitudes About Schools*



Civil Rights icon Rep. John Lewis speaking  
during the 2016 Policy Conference.

"It was inspiring to see so many well educated  
people working for the betterment of  
education in our country."

Shauntel Cooley, Magnet Coordinator,  
Oppe Elementary School, Galveston  
Independent School District, TX



During this presentation, Dr. Starr will discuss new polling [data](#) that shows the public's current attitudes about public education; the overall quality of local schools; curriculum and standards; school funding and taxes; homework and testing policies; school choice; and more.

9:15 AM - 10:00 AM - Panel Discussion

*Ensuring Equal Opportunities for All Students*

Discussion topics: school safety and bullying prevention, LGBT student rights, and providing proper services and support for students with disabilities.

#### Panelists

*Joshua Civin, General Counsel, Montgomery County Public Schools*

*Dr. Kelly Vaillancourt Strobach, Director of Government Relations, National Association of School Psychologists*

*Dr. Angie Slatton, Director of Student Services, School District Five of Lexington and Richland Counties*

10:00 AM - 10:15 AM - Break

10:15 AM – 11:00 AM - Magnet Schools Assistance Program (MSAP) Competition Update

*Dr. Anna Hinton, Director, Parental Options and Improvement, U.S. Department of Education*

11:00 AM - 11:45 AM - MSAP Grant Writing Workshop I

*Dr. Diedra Honeywell, President, [DKH Consulting Services, Inc.](#)*

11:45 AM -12:30 PM - MSAP Grant Writing Workshop II

*David Kikoler and Elaine Rosales, Principal Officers, [American Education Solutions, Inc.](#)*

12:30 PM – 1:00 PM - Lunch and Closing Remarks

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#### Supporter



## Learn More PTC17

- [2017 PTC Main](#)
- [2017 PTC Fees & Registration](#)
- [2017 PTC Accommodations](#)

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 1/18/17**

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

**Approval of Overnight Field Trip to CSU Channel Islands Santa Rosa Islands  
(Freeman/Brisbine/Joyce)**

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The California State University of Channel Island proposes to organize, financially support, and lead three and four day field trips for participating classes at Frank and Fremont Middle Schools. The dates are as follows: One three (3) day field trip for Fremont Middle School on April 17<sup>th</sup>-19<sup>th</sup>, 2017; Two (3) day field trips for Frank Middle School on April 19<sup>th</sup>-21<sup>st</sup> and April 26<sup>th</sup>-28<sup>th</sup>) and one (4) day field trip for Frank Middle School on April 23<sup>rd</sup>-26<sup>th</sup>, 2017.

Students will be traveling to the CSU Channel Islands Santa Rosa Island Research Station for an overnight field trip that is a critical component of the *Crossing the Channel* program collaboration between Frank and Fremont Middle School and California State University of Channel Islands. The Crossing the Channel program has been working with four Frank Oceanography classes (7<sup>th</sup> and 8<sup>th</sup> grades) and two Fremont Science classes (6<sup>th</sup> grade) since the beginning of the current school year. Each school and class has been assigned dates for the proposed trips (one per class). The ultimate goal of *Crossing the Channel* program is to cultivate a new community of Channel Islands stewards and transform the learning experiences of local students by building a professional network of local resources (i.e. federal agencies, local school districts, and universities) and experiential learning opportunities for our students.

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is recommended that the Assistant Superintendent, Educational Services, the Principal of Fremont Middle School and the Principal of Frank Middle School that the Board of Trustees approve the overnight fieldtrip as outlined above.

**ADDITIONAL MATERIAL:**

Santa Rosa Island Proposal: Outlines the purpose/activities of the trip and the associated schedule.

Student Letter: The letter provides details about the trip, station facilities and schedule.

## Oxnard Elementary School District - Santa Rosa Island Field Trip Proposal

### A. Crossing the Channel Program Summary

We propose to organize, financially support, and lead three day and four day overnight field trips to the Santa Rosa Island Research Station as part of the *Crossing the Channel* collaboration between two Oxnard Middle School Academy schools and California State University of Channel Islands (CI). The ultimate goal of *Crossing the Channel* program is to cultivate a new community of Channel Islands stewards and transform the learning experiences of local students by building a collaborative professional network of local resources (i.e. federal agencies, local school districts, and universities). Specifically *Crossing the Channel* seeks to meet the following objectives:

1. To **create an experiential Santa Barbara Channel watershed curriculum that engages students across academic levels** and aligns the content to the California Education and Environment Initiative and the Next Generation Science Standards.
2. To **develop and support student knowledge and critical thinking skills** through inquiry-rich STEM learning activities and a hierarchical mentorship program.
3. To **use project-based learning activities to involve students in real-world data collection, analysis, and problem solving** within the Channel Islands National Marine Sanctuary and Channel Islands National Park.
4. To **cultivate a community of Channel Islands National Marine Sanctuary stewards** across socio-economic groups and age levels by implementing formal and informal watershed curriculum and developing community outreach projects.

The program is composed of project-based educational units to involve students in real-world data collection, analysis, and problem solving within the Channel Islands National Marine Sanctuary (CINMS) and Channel Islands National Park (CINP). The program consists of the following five educational units connected to the California Education and Environment Initiative and the NGSS: 1) Biodiversity, 2) Watersheds, 3) Shore to Sea, 4) Crossing the Channel, and 5) Environmental Stewards. Each of these units is composed of experiential learning activities that develop and support student engagement and advocacy.

### B. Santa Rosa Island Research Activities

The field trip to Santa Rosa Island is a critical component to the *Crossing the Channel* program. Students will participate in a CINMS research experience aboard Island Packers vessels. On their journey to and from Santa Rosa Island students will gain experience conducting research activities and learn about the different research projects underway in the sanctuary and national park.

While on Santa Rosa Island the students will investigate, collect, and map the watershed characteristics of Cherry Canyon watershed on Santa Rosa Island. Understanding the integrated relationships between local watersheds, coastal wetlands, estuaries and beaches, and marine environments will enable the students to interpret the potential causes of coastal and marine environment degradation and propose appropriate solutions. In addition, students will compare and examine differences between mainland and island biodiversity, watershed integrity, and vulnerability to natural and human induced environmental changes. Students will investigate the spectrum of factors and the processes that are involved in analysis and decision-making regarding the management of watershed and marine ecosystems across the California Channel Islands.

### C. Santa Rosa Island Field Trip Logistics and Schedule

The Santa Rosa Island field trips are scheduled to take place from April 17<sup>th</sup> -19<sup>th</sup>/ April 19<sup>th</sup> - 21<sup>st</sup>/April 23<sup>rd</sup> -26<sup>th</sup> and April 26<sup>th</sup> - 28<sup>th</sup> (see schedules below). The Island Packers boat trip from Ventura Harbor to Santa Rosa Island will take approximately 3 hours. The Santa Rosa Island Research Station is located within Channel Islands National Park. The research station consists of eight bedrooms, three bathrooms and four tent cabins. The kitchen is equipped with standard large and small appliances, cookware, dishes, silverware, cleaning supplies, etc. Drinking water and hot and cold running water, showers, toilets, limited laundry facilities, and internet access are available. Cell phone service is limited at the station, but there are handheld radios and a satellite phone available for emergency contact. For additional information about Santa Rosa Island and the Santa Rosa Island Research Station please visit our [website](#).

The Santa Rosa Island Research Station Manager in addition to 4-6 chaperones will accompany the students on the boat and at the station during the duration of their stay. There will be a minimum of a 5:1 student to adult ratio. Food will be provided and all trip expenses will be covered by the *Crossing the Channel* program. The students will only be asked to bring a sleeping bag and their personal belongings.

<b>Proposed Santa Rosa Island Overnight</b>			
<b>School</b>	<b>Class</b>	<b>Teacher</b>	<b>Date (proposed)</b>
Fremont	6 <sup>th</sup> Grade Science class #1	Mrs. Anderson	April 17-19th
	6 <sup>th</sup> Grade Science class #2	Mrs. Anderson	
RJ Frank	Oceanography period 3	Mrs. Meza	April 23 <sup>rd</sup> – 26 <sup>th</sup>
	Oceanography period 4	Mrs. Meza	
	Oceanography period 7	Mrs. Hespenhiede	April 19 <sup>th</sup> -21
	Oceanography period 8	Mrs. Hespenhiede	April 26 <sup>th</sup> -28 <sup>th</sup>

Table 1: Scheduled SRI trips 2017

<b>Santa Rosa Island Trip – 3 Days</b>		
Day 1	7:00 am	Arrive at Island Packers Ventura Harbor Office
	8:00 am	Depart Ventura Harbor for Santa Rosa Island
	11:00 am	Arrive at Santa Rosa Island
	11:30 am	Transport Gear & Unpack
	12:00 pm	Lunch
	1:00 pm	Orientation
	2:00 pm	Natural and Cultural Resource Tour
	6:00 pm	Dinner
	7:00 pm	Evening Lecture: Santa Rosa Island
	8:00 pm	Deserted Island Activity
	10:00 pm	Lights Out
Day 2	7:00 am	Breakfast
	8:00 am	NPS I&M Protocol – Native Plants
	12:00 pm	Lunch
	1:00 pm	NPS Inventory and Monitoring Protocol - Sandy Beach
	5:00 pm	Journal Reflection
	6:00 pm	Dinner
	7:00 pm	Evening Activity (Island Pictionary)
		10:00 pm
Day 3	7:00 am	Breakfast
	8:00 am	Clean-Up
	10:00 am	Orienteering Scavenger Hunt
	12:30 pm	Lunch
	3:00 pm	Depart Santa Rosa Island for Ventura Harbor
		6:00 pm

Table 2: Proposed 3-day trip itinerary

<b>Santa Rosa Island Schedule – 4 Days</b>		
Day 1	7:00 am	Arrive at Island Packers Ventura Harbor Office
	8:00 am	Depart Ventura Harbor for Santa Rosa Island
	11:00 am	Arrive at Santa Rosa Island
	11:30 am	SRI Research Station Orientation
	12:00 pm	Lunch
	1:00 pm	Natural and Cultural Resource Tour/Activities
	6:00 pm	Dinner
	7:00 pm	Evening Lecture/Activity
	10:00 pm	Lights Out
Day 2	7:00 am	Breakfast
	8:00 am	NPS Inventory and Monitoring Protocols (Sandy Beach/Vegetation)
	12:00 pm	Lunch
	1:00 pm	NPS Inventory and Monitoring Protocols (Sandy Beach/Vegetation)
	5:00 pm	Journal Reflection
	6:00 pm	Dinner
	7:00 pm	Evening Lecture/Activity
		10:00 pm
Day 3	7:30 am	Breakfast
	8:00 am	Orienteering Scavenger Hunt
	12:00 pm	Lunch
	1:00 pm	Photo Points/Hike
	4:00 pm	Journal Reflection
	6:00	Dinner
	7:00 pm	Evening Lecture/Activity
		10:00 pm
Day 4	7:00 am	Breakfast
	8:00 am	Clean-Up
	10:00 am	Sandy Beach/Vegetation wrap-up
	12:00 pm	Lunch
	1:00 pm	Free-time
	3:30 pm	Depart Santa Rosa Island for Ventura Harbor
		6:00 pm

Table 3: Proposed 4-day trip itinerary



Channel Islands

CALIFORNIA STATE UNIVERSITY

DIVISION OF ACADEMIC AFFAIRS

Dear Oxnard Middle School Student,

I look forward to your upcoming trip to Santa Rosa Island from April 17<sup>th</sup>-19<sup>th</sup>/April 19<sup>th</sup>-21<sup>nd</sup>/April 23<sup>rd</sup> – 26<sup>th</sup> /or April 26<sup>th</sup> -28<sup>th</sup>). Prior to coming to Santa Rosa Island you must complete and give your teacher a signed Santa Rosa Island Research Station (SRIRS) [liability waiver](#). Your group will meet at the Fremont/RJ Frank Middle School campus the day of your departure and will return to your campus at approximately 6 pm the day of your scheduled return. Food will be provided and all trip expenses will be covered by the *Crossing the Channel* program. All you need to bring are your personal belongings and a sleeping bag/blanket. Please view our '[What to Bring and NOT Bring](#)' list for packing recommendations and emergency contact information. All your coolers and gear must satisfy the following requirements:

- a. Plastic bags and cardboard boxes are NOT permitted.
- b. All coolers and packages must be ≤45 lbs.
- c. Inspect all personal gear (e.g. packs, shoes) and clean off dirt, seeds and insects before departing.

The boat trip to Santa Rosa Island will take ~3 hours. If you are susceptible to sea sickness please take the necessary precautions (i.e. hydration, Dramamine, motion sickness bracelets, etc.). The SRI bunkhouse has sleeping accommodations for approximately ≤ 35 persons. The bunkhouse consists of eight bedrooms and three bathrooms. Each bedroom contains 2-6 beds. The kitchen is equipped with standard large and small appliances, cookware, dishes, silverware, cleaning supplies, etc. Drinking water and **hot and cold running water, showers, toilets**, and limited **laundry** facilities are available. Electricity is limited so please conserve power and water. Propane grills are also available for use. **Cell phone service is limited at the station**, but there are handheld radios, internet access, and a satellite phone available for emergency contact. We ask that you keep the research station clean during your stay and leave it in as good (or better) condition as you found it. Please review the [SRIRS policies and procedures](#) for additional information.

Prior to your visit please review the following SRIRS rules and regulations:

1. **Everything is protected.** Do not feed, collect, disturb, or harm park wildlife, plant life, or other natural or cultural resources.
2. **No fishing in marine reserves. Fishing is prohibited on the pier** due to its' proximity to the marine reserve.
3. **No jumping off the pier.**
4. **No pets.**
5. **No campfires, charcoal fires, or beach fires.**
6. **Conserve Energy and Water.**
7. **Remove all Personal Items.** No item(s) brought to the SRIRS or Channel Islands National Park are allowed to be left including (but not limited to) food, unless prior arrangements have been made with the station manager.

One University Drive, Camarillo, California 93012-8599 Tel: (805) 437-2690 Fax: (805) 437-5717 [www.csuci.edu](http://www.csuci.edu)



The Santa Rosa Island Research Station Manager in addition to 4-6 chaperones will accompany you on the boat and at the station during the duration of your stay. There will be a minimum of a 5:1 student to adult ratio.

<b>Oxnard Middle Schools - Santa Rosa Island Agenda</b>		
Day 1	7:00 am 8:30 am 12:00 pm 1:00 pm 2:00 pm 6:00 pm 8:00 pm 10:00pm	Depart campus to Ventura Harbor Travel to Santa Rosa Island via Island Packers Lunch at the Santa Rosa Island Research Station Research Station Orientation Natural and Cultural Resource Tour Dinner Evening Lecture/Activity Lights Out
Day 2	7:00 am 8:30 am 12:00 pm 1:00 pm 2:00 pm 6:00 pm 8:00 pm 10:00pm	Breakfast NPS Inventory and Monitoring Protocols (Sandy Beach & Vegetation) Lunch Tour CI Marine Sanctuary aboard NOAA Shearwater research vessel Journal Reflection Dinner Evening Lecture/Activity Lights Out
Day 3	7:00 am 8:00 am 10:00 am 1:00 pm 4:30 pm 6:00pm	Breakfast Orienteering Scavenger Hunt Clean-Up Travel to Santa Barbara Harbor via the NOAA Shearwater Depart Santa Barbara Harbor to campus Arrive at campus

For additional information about the SRIRS and Santa Rosa Island characteristics please visit the [SRIRS website](#). Please feel free to contact me if you have any additional questions.

Sincerely,

Cause Hanna  
 Santa Rosa Island Research Station Manager  
 Ph. 805-402-7202  
 Email [cause.hanna@csuci.edu](mailto:cause.hanna@csuci.edu)



**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales

Date of Meeting: January 18, 2017

- 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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval and Adoption of the December 2016 Master Construct and Implementation Program (Morales/CFW)**

At the December 7, 2016 regularly scheduled board meeting, the Board received the Master Construct and Implementation Program (Program) which initiates the merger and integration of the Measure “R” Implementation Program with the Master Construct Program. It maintains the goals, vision, and projects approved by the Board for Measure “R” and Measure “D” in an integrated program and also functions as a semi-annual update to the Facilities Implementation Program originally adopted by the Board in January of 2013.

This Program report integrates the District’s vision for education initiatives with the ongoing educational program, and combines the Facilities Master Plan (2012) and the Facilities Implementation Program (2013) with the adopted Master Construct Program (2016), to provide funding and sequencing solutions to implement 21st century learning environments utilizing both the remaining Measure “R” bond funds and the recently approved Measure “D” bond program, as well as other local funds, and State school facilities program grants. This report provides an integrated vision for the District’s educational programs and facilities improvements completed in the preceding six months and outlines anticipated activities for the next six months.

The Academic Strand Focus (K-5) and Academy (6-8) programs are now in their fourth academic year of development and continue to be the driver of facilities improvements and educational technology integration. The K-8 schools are in their third year of implementation of their Academy programs and have Kindergarten through second grade students enrolled in Dual Language Immersion. All programs continue to be integrated into the school’s overall educational vision and are in the process of adding additional enrichment activities related to the academic themes.

To date, all Phase 1 Measure “R” facility improvements are either completed, under construction or in design. These efforts include the acquisition of the Seabridge elementary school site, the completion of Kindergarten and science lab upgrades to 22 classrooms across eight school sites, the opening of the new Harrington K-5 campus, the construction start of the new Lemonwood K-8 school, and DSA approval of the Elm Reconstruction. The design plans for the grade 6-8 addition to Marshall are in the final stages of DSA review and approval, and the new Elm campus has been approved by DSA and a

Guaranteed Maximum Price for construction was approved by the Board in December 2016. The new elementary and middle school site at Doris Avenue and Patterson Road is also in active negotiation and planning. During the first six-month period of 2017, ongoing Measure “R” projects will continue to be implemented and constructed as summarized above and specific Measure “D” projects approved by the Board as part of the Master Construct Program will be merged and initiated.

A revised Master Budget has been prepared that incorporates the board adopted Master Construct Program projects with the remaining Measure “R” projects currently underway. The recent passage of Proposition 51 is expected to result in the release of State funds for District projects currently on the Acknowledged list. Adjustments to the program schedule have been proposed based on the incorporation of the Master Construct Plan and Implementation Plan, projected and observed increases in construction costs, and new State legislation regarding selection of construction firms. In addition, Measure “D” was recently approved by voters, approving \$142.5 million for the facilities program.

### **FISCAL IMPACT**

The Master Construct and Implementation Program will be funded through the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants. Overall funding is projected to increase to approximately \$440.4 million, primarily from increased bonding authority under Measure “D”. In total, \$398.4 million in program improvements are proposed to be funded over four phases, as well as an estimated \$42 million program reserve to account for unforeseen program changes that may arise due to local or State requirements. Of this amount, \$119 million is anticipated in eligible State grants and the balance is projected to be funded from \$142.5 million of Measure “D” funds. Proposed uses are consistent with the projects approved under the Measure “R” and Master Construct programs by the Board. Specific project budgets and individual timelines and schedules have been adjusted to reflect the latest estimated costs and anticipated periods for completion.

### **RECOMMENDATION**

It is the recommendation of the District’s Superintendent, in consultation with Caldwell Flores Winters, that the Board accept and adopt the December 2016 Master Construct and Implementation Program.

### **ADDITIONAL MATERIAL**

Attached: December 2016 Master Construct and Implementation Program (54 pages)



December 2016



OXNARD  
SCHOOL  
DISTRICT

# MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Eighth Semi-Annual Report to the Board of Trustees



**CFW**  
*Planning and Financing Better  
Schools for California Students*



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# TABLE OF CONTENTS

<b>Table of Contents</b> .....	<b>iii</b>
<b>Index of Tables</b> .....	<b>iv</b>
<b>Program Overview</b> .....	<b>1</b>
1.1 Educational Program .....	1
1.2 Facilities Program .....	2
1.3 Funding & Sequencing .....	6
1.4 Recommendations .....	6
<b>Educational Program</b> .....	<b>7</b>
2.1 Principal Training Program .....	7
2.2 Technology Program Integration .....	11
2.3 Educational Specifications .....	12
<b>Facilities Program</b> .....	<b>17</b>
3.1 Measure “R” Program .....	17
3.2 Measure “D” Program .....	21
3.3 Recommendations .....	25
<b>Program Funding &amp; Expenditures</b> .....	<b>27</b>
4.1 State Matching Grants .....	27
4.2 Developer Fees .....	34
4.3 General Obligation Bonds .....	34
4.4 Project Expenditure to Date .....	37
<b>Master Budget &amp; Schedule</b> .....	<b>39</b>
5.1 Proposed Master Construct and Implementation Program Budget .....	39
5.2 Phase I Master Budget and Schedule .....	41
5.3 Phase II Master Budget and Schedule .....	42
5.4 Phase III Master Budget and Schedule .....	43
5.5 Phase IV Master Budget and Schedule .....	44
5.6 Master Schedule .....	44
<b>Recommendations</b> .....	<b>47</b>
6.1 Conclusion & Recommendations.....	47
<b>Exhibit A</b> .....	<b>48</b>
Presentations, Workshops & Updates to the Board of Trustees .....	48

# INDEX OF TABLES

Table 1: Adopted K-5 Educational Specifications .....14

Table 2: Adopted 6-8 Educational Specifications .....15

Table 3: Adopted K-8 Educational Specifications .....16

Table 4: Estimated Modernization Eligibility - 60-40 Program .....29

Table 5: New Construction Eligibility (50/50) .....31

Table 6: Submitted New Construction Applications .....33

Table 7: Anticipated Remaining New Construction Applications .....33

Table 8: District Bonding Capacity Analysis .....36

Table 9: Estimated Phase I Expenditures to Date .....37

Table 10: Proposed Master Construct & Implementation Program Budget .....40

Table 11: Proposed Phase I Master Budget and Schedule (FY 2013-17) .....41

Table 12: Proposed Phase II Master Budget and Schedule (FY 2017-20) .....42

Table 13: Proposed Phase III Master Budget and Schedule (FY 2021-25) .....43

Table 14: Proposed Phase IV Master Budget and Schedule (FY 2026-29) .....44

Table 15: Summary Schedule .....45

Table 16: Projects Under Management .....46

# PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report integrates the District’s vision for education initiatives with the ongoing educational program, and combines the Facilities Master Plan (2012) and the Facilities Implementation Program (2013) with the adopted Master Construct Program (2016). It provides funding and sequencing solutions to implement 21st century learning environments utilizing both the remaining Measure “R” bond funds and the recently approved Measure “D” bond program, as well as other local funds, and state school facilities program grants. This update serves to provide an integrated vision for the District’s educational programs and facilities improvements for the future.

The District’s schools were built across several different generations and reflect the age, design principles, and standards of their time. One generation of schools was completed from the mid 1940’s through the mid 1960’s. Another generation was completed between the 1980’s and early 2000’s. During their life cycle, the District completed one modernization cycle for all sites initially built between 1946 and 1981. A portables-to-permanent-classrooms (P2P) construction initiative to the now K-8 schools began in 2004 and concluded in 2014 with the completion of Drifill.

Soria is the last new school to be constructed in 2009 prior to implementation of the Measure “R” Program in 2013. Throughout this period, the District added a substantial amount of interim and portable classroom facilities, most of which have not been replaced with permanent facilities and are now old and in need of replacement. Programmatic approaches were also previously utilized, including the use of a multi-track year round education program that was subsequently eliminated by the District by the 2009-10 school year.

## 1.1 EDUCATIONAL PROGRAM

The planning and implementation of 21st century learning environments is driven by two programs — an **education program** that outlines academic achievement opportunities at the District level, and a **facilities program** that describes how capital improvements will support the implementation of the education program. The educational focus has implemented an extended day kindergarten program and the reconfiguration of intermediate grade 7-8 junior high schools into grade 6-8 middle school academy programs. All K-6 elementary schools have been reconfigured in support of a K-5 educational strand program that integrates with the feeder middle school academies. The existing K-8 educational program has been expanded to accommodate an integrated K-8 academy learning environment in support of

additional parent choice. Pursuant to Board approval, each of these is in varying stages of phased implementation given the resources readily available to the District and school sites.

The Academic Strand Focus (K-5) and Academy (6-8) programs are now in their fourth academic year of development and continue to be the driver of facilities improvements and educational technology integration. The K-8 schools are in their third year of implementation of their Academy programs and have kindergarten through second grade students enrolled in dual language immersion. All programs continue to be integrated into the school's overall educational vision and are in the process of adding additional enrichment activities related to the academic themes.

Over the past six-months, multiple training sessions have been held with site principals. These training sessions focused primarily on evaluation tools, as well as the continued implementation of the Academic Strand Focus and Academy programs across the district. Additional information is provided within this report as to the specific tasks that have been accomplished and those planned for the next six-month period.

## 1.2 FACILITIES PROGRAM

The Master Construct and Implementation Program integrates efforts to date associated with the implementation of Measure "R" and the activities to be launched as part of Measure "D". Measure "R" activities have been underway since passage of the measure in 2012. Measure "D" activities join the program underway as Phase 2 is to be initiated. The following provides a summary of activities undertaken and those planned for implementation.

### 1.2.1 MEASURE "R" IMPLEMENTATION PROGRAM

In accordance with the above educational initiatives, Phase 1 of the ongoing Measure "R" facilities implementation program has preceded with the following to date:

- Implement improved facilities at five K-5 school sites to accommodate the extended day kindergarten program
- Provide required facility construction to convert three prior intermediate schools to 6-8 middle schools to support an academy-based instructional program
- Construct improved kindergarten and science labs at six sites to expand the K-8 instructional program in support of parent choice
- Design and implement the replacement construction of three of the oldest schools in the District with two new K-5 schools and a new K-8 facility at Harrington, Elm and Lemonwood, respectively
- Acquire a new K-5 site for future elementary school expansion and construction at Seabridge
- Design and construct additional permanent grade 6-8 capacity at Marshall, prior to the construction of additional grade 6-8 long term capacity



- Deploy over 18,000 mobile devices to teachers, staff, and students in support of the academy and technology program
- Initiate an acquisition program for a combined elementary and middle school campus to accommodate projected long term enrollment growth
- Design the approved reuse of existing facilities at replacement school sites to provide additional kindergarten, transitional kindergarten and preschool facilities
- Process and file \$17.0 million in approved facility improvement grant reimbursements awaiting Proposition 51 funding

Specific details of the status of major ongoing projects are provided in this report and summarized below:

- Construction of Lemonwood is ongoing within the overall schedule established for the project. The project has received all required DTSC approvals as a required prerequisite for final CDE approval as a condition of OPSC and SAB approval and funding. Applications have been filed with OPSC for State Aid reimbursement of eligible construction costs. DSA approval of the construction plans for the associated Early Childhood Development facility is anticipated by early 2017.
- DSA approval for the Elm reconstruction project was received in August 2016 and a process for selection of a construction manager for the project was completed in October. The selected construction firm is currently in the process of soliciting bids to present a guaranteed maximum price (GMP) contract to the District. A GMP contract is anticipated to be presented in December for Board consideration, with construction commencing immediately thereafter. A groundbreaking and community reception was held on November 4, 2016 to celebrate the commencement of the Elm school replacement project and was well attended by school and District Staff, members of the nearby community and elected officials.
- DSA approval for the Marshall twelve (12) classroom building project is underway. The design team is currently addressing the plan review comments and anticipates DSA approval by the end of 2016. Due to changes in State Law, a revised process for selection of a construction manager for the project is underway for approval of the Board. Once completed, it will be utilized to initiate the process for contractor selection and to solicit bids and present a GMP contract for Board consideration. A GMP contract is anticipated to be presented at the end of the first quarter for Board consideration, with construction commencing immediately thereafter.
- In August 2016, a DSA Certification of Compliance was received for Harrington, indicating the project had been closed out with a #1 certification by DSA, marking the first time in recent District history that a facilities project had been closed out on time, with a #1 certification from DSA. At the request of staff, the design team submitted plans for exterior perimeter fencing as requested and approved by the Board to DSA in May. DSA approval was received in June, the project was awarded to a contractor on October 19, and construction began November 15, 2016. Construction is anticipated to be completed by December 30, 2016.

### 1.2.2 MASTER CONSTRUCT PROGRAM

In August of 2015, the Board identified a need to expand the ongoing facilities improvement program and commissioned the development of a Master Construct Program to provide the next level of facilities improvements pursuant to the District's Master Plan. After a series of reports, meetings and study sessions to review information and program options in the fall of 2015 and winter of 2016, the Master Construct Program was approved by the Board in February 2016 and a bond measure was placed on the November 2016 ballot. The Master Construct Program integrates and builds upon the programs, funding and projects identified as part of the Measure "R" Facilities Implementation Program and provides additional bonding capacity as a funding source for the next level of facilities improvements. Measure "D" was approved overwhelmingly by voters (68.11%) on November 8, 2016.

The Master Construct Program continues to replace portable facilities with permanent classrooms and aged facilities with 21<sup>st</sup> century classrooms and additional grade level K-8 capacity for projected District enrollment. The Master Construct Program implements the next level of facilities improvements as part of Phase 2 of the ongoing Implementation Program and continues with proposed additional phases to:

- Preserve existing capacity and reconstruct the District's older K-5 schools at the McKinna, Rose, Marina West and Sierra Linda locations
- Provide projected enrollment capacity needs to the extent possible and construct additional K-5 and 6-8 facilities for the planned Doris/Patterson site as well as the construction of a K-5 facility at the District owned Seabridge location
- Provide additional support spaces at the McAuliffe, Brekke, Ritchen and Ramona K-5 campuses
- Accelerate the construction of remaining Measure "R" projects

### 1.2.2 MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

The next six-month period initiates the merger and integration of the Measure "R" Implementation Program with the Master Construct Program to create what is to be now referenced as the Master Construct and Implementation Program. It maintains the goals, vision and projects approved by the Board for Measure "R" and Measure "D" in an integrated program. A consolidated project list is presented in Sections 4 and 5 of this report, and is summarized below.

During the first six-month period of 2017, ongoing Measure "R" projects will continue to be implemented and constructed as summarized above and specific Measure "D" projects approved by the Board as part of the Master Construct Program will be merged and initiated as summarized below.

	Fiscal Year															
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
<b>Reconstruct:</b>																
Harrington	Complete															
Harrington Child Dev. Center																
Lemonwood																
Lemonwood Child Dev. Center																
Elm																
McKinna																
Rose																
Marina West																
Sierra Linda																
<b>Construct:</b>																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
<b>Multipurpose Rooms:</b>																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																
Ritchen																
McAuliffe																
<b>Additional Support Spaces:</b>																
Ramona																
Brekke																
Ritchen																
McAuliffe																

- The planned acquisition of the 25-acre property at the Doris/Patterson site is scheduled for completion to build new K-5 and 6-8 schools at that location. Given the status of the proposed Borchard property application for annexation and the City’s own process as the lead agency, the required annexation process through the City of Oxnard by the Ventura County Local Agency Formation Commission (LAFCO) is now anticipated to require approximately 24-months. Required additional team members, including architectural and civil engineering services, will be procured to join in an accelerated formal application and schedule to accommodate the required EIR and City of Oxnard reviews and lead agency responsibilities on behalf of the District to file for LAFCO consideration.
- It is anticipated that passage of Proposition 51 will dramatically accelerate the pace of project applications throughout the State, quickly committing the State’s share of the remaining \$3.5 billion in new construction and modernization applications to those districts that have submitted shovel-ready projects. Approximately \$2.3 billion of applications that have already received DSA approval are already in line for funding, including \$17.0 million in District applications. By immediately moving forth with the design and proposed construction of McKinna, Rose, and Seabridge schools, including selection of necessary team members, the District will seek to secure its place in line for State funding and maximize its opportunity to capture additional State dollars before the anticipated depletion of program funding.

- Upon receipt of State grant fund reimbursements from prior initiated District construction projects (e.g. Harrington, Seabridge land acquisition, etc.), proceed with continuing efforts to design and modernize multipurpose rooms (MPR's) at the District's P2P K-8 schools, as identified in the Measure "R" program.

### 1.3 FUNDING & SEQUENCING

The Master Construct and Implementation Program will be funded through the use of Measure "R" and "D" funds, available local developer fees, and State modernization and new construction grants. Overall funding is projected to increase to approximately \$440.4 million, primarily from increased bonding authority under Measure "D". In total, \$398.4 million in program improvements are proposed to be funded over four phases, as well as an estimated \$42 million program reserve to account for unforeseen program changes that may arise due to local or State requirements. Of this amount, \$119 million is anticipated in eligible state grants and the balance is projected to be funded from \$142.5 million of Measure "D" funds. Proposed uses are consistent with the projects approved under the Measure "R" and Master Construct programs by the Board. Specific project budgets and individual timelines and schedules have been adjusted to reflect the latest estimated costs and anticipated periods for completion.

This sequencing of projects is organized and subject to optimizing available State and local funding sources as guided by the Board's semi-annual review of the Master Construct and Implementation Program. As the economy continues to gather steam, other factors such as potential increases in the District's borrowing rates, certain escalations in the costs of construction, and added approvals required of proposed projects will also substantially impact costs, schedules and therefore sequencing. The Board will be kept apprised of such matters to the extent possible and will receive a written update as part of the ongoing six-month review process.

### 1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt the Master Construct and Implementation Program
- Direct staff and CFW to proceed with its immediate implementation
- Establish a date for the next six-month review by the Board

# EDUCATIONAL PROGRAM

The Academic Strand Focus (K-5) and Academy (6-8) programs are now in their fourth academic year of development and continue to be the driver of facilities improvements and educational technology integration. The K-8 schools are in their third year of implementation of their Academy programs and have kindergarten through second grade students enrolled in dual language immersion. All programs continue to be integrated into the school's overall educational vision and are in the process of adding additional enrichment activities related to the academic themes.

The work plan for 2016 called for:

- Improvement and expansion of integrated units developed during the third year of implementation for the K-5 Academic Strand Focus and second year of implementation of the K-8 Academies
- Integration of the new language arts adoption into existing integrated units
- Introduction of Project Based Learning (PBL) elements for those schools that did not attend the summer PBL training

In August 2016, a calendar of training events was established, with the first training occurring on October 26. Due to the amount of staff development provided by the District in the summer for the new language arts adoption, it was determined that both principals and teachers needed at least two months at the beginning of the school year to begin implementation of the new curriculum prior to adding any additional instructional items. In September, individual principals were contacted and provided coaching as needed or requested.

## 2.1 PRINCIPAL TRAINING PROGRAM

At the heart of the combined Master Construct and Implementation Program is an Educational Program that builds on initial achievements to reconfigure District schools and provide increased parent choice, and establishes an Academic Strand Focus at each grade K-5 school site as well as an Academy program at each grade 6-8 or grade K-8 school site.

Over the past six-months, multiple training sessions have been held with site principals. These training sessions focused primarily on evaluation tools, as well as the continued implementation of the Academic Strand Focus and Academy programs across the district. Staff development for site principals enabled better lead teacher training and collaborative sessions at their schools. The District is committed to

improving the capacity of District staff to evaluate curriculum for alignment with the Common Core State Standards (CCSS), Next Generation Science Standards (NGSS) and to determine the rigor and depth of knowledge required of a student to demonstrate mastery of these standards. Principals must understand how to evaluate curriculum and to impart this knowledge to their teachers for growth and sustainability of the educational program over time. To this end, group training has been provided to principals as well as one on one coaching.

The work plan established by the team established principal training sessions on October 26 and December 6 for both the K-5 and K-8 principals, each session at least two hours in length. Individual principal follow-up and coaching occurred between these sessions in September and November of 2016, and included an initial one hour session, followed by additional correspondence as needed. Several staff development goals were continued from last year, and several new goals were added, both as presented below:

- Evaluate curriculum for rigor and significant depth of knowledge as well as alignment with CCSS and NGSS
- Recognize strong and weak elements within integrated units
- Understand process for determining alignment of student products and projects called for in the integrated units with the CCSS and NGSS and the New Taxonomy
- Identify alignment of student projects to the CCSS and NGSS and how to modify or change a student project to increase cognitive rigor within integrated units
- Provide effective feedback through questioning techniques to teacher teams for improvement of weak elements
- Recognize the principles of Project Based Learning (PBL) and how these principles might be incorporated into an integrated unit
- Use of checklist, rating scales and rubrics to determine the strength of the Academic Focus or Academy Programs at each of the schools and next steps for improvement
- Learn process for developing checklists, rating scales and rubrics

Following the District's adoption of a new English language arts program prior to the 2016-2017 school year, the first K-5 and K-8 principal training group occurred on October 26. A training module was developed and presented that covered evaluation tools for use in assessing and reflecting on implementation of the Academic Strand Focus and Academy programs at each school site. As a part of the training module, new rubrics, rating scales and checklists were developed to assist principals and their staff in determining the level of development, strength, and implementation of the programs at their respective schools. Using the tools and training provided, school staff can more easily track their progress

on the continuum of development, and determine the next steps needed to improve their Academic Focus and Academy programs.

At the core of these programs is a rigorous curriculum that is organized around an academic theme that has been selected by the school staff. Academic Strand Focus and Academy programs consist of integrated units in which English language arts, mathematics, social studies (aligned to CCSS), science (aligned to NGSS), and English Language Development (ELD) standards are integrated through student projects. Teachers must assess these student projects to determine if students have met the standard and demonstrate mastery of the curriculum.

Three common ways to assess student work, including student projects, were presented in the course of ongoing training, providing extensive coaching on the use of checklists, rating scales and rubrics. Each assessment method provides advantages and disadvantages and all methods can also be used to measure and monitor implementation and quality of the underlying program.

- Checklists help to monitor and verify that component parts of a program or project are in place. However, a checklist simply acknowledges that the components exist, but does not provide a measure of quality of the component.
- Rating scales provide a continuum for scoring of the component parts and begin to offer a minimal way to respond to the quality of the program or project. Rating scales are checklists that include ranking on the degrees to which the criteria desired are present.
- A rubric is a scoring tool that explicitly represents the performance expectations for an assignment or implementation of a program. It divides the assigned work into component parts and provides clear descriptions of the characteristics of the work associated with each component, at varying levels of mastery or quality. A rubric is the most comprehensive tool for assessing a program or student project or performance. It also provides the student or implementer of the program the expectations for the quality of the work required for mastery. In addition, it provides a vehicle for a student, teacher, or administrator to self-assess how well they have done and make the necessary corrections or improvements to achieve a quality project, performance or program. It aids in creating autonomy, problem solving, and critical thinking which all results in improved student performance or improved program implementation.

Training to the group of principals included methods to develop rubrics, with the same training process made available for principals to engage with their teachers. The rubrics developed for these trainings evaluate the integrated units and Academic Focus Theme or Academies. Various criteria were developed, and each criterion evaluated and identified as being either emerging, developing, mastery, or exemplary. The rubric developed to evaluate the integrated units considered their controlling standards, student project/product, additional standards, instructional resource, materials and technology, and lesson plans. The K-5 Academic Focus Themes and K-8 Academies were thereafter evaluated on the quality of their integrated units, integrated units taught, revision of previously developed integrated units, enrichment

opportunities, elective courses offered, rubrics for integrated units, programs of study, and branding of the school.

In addition to being a tool for administrators to evaluate the state of their programs, rubrics provide a tool for teachers to use to provide clarity about the objective of the unit and what the student must do to demonstrate mastery of the content. Rubrics can be written for many of the projects that the teacher assigns to students, not just the integrated units that have been developed for the academic themes of the school.

All schools are moving forward with implementation of the Academic Strand Focus and Academy programs at differing rates. A discussion on the integration of the new language arts program into the integrated units and ways to improve implementation was held at each school site. The discussion also acknowledged that the integrated units are to be used with the new language arts textbook adoption, and guidance was given as to the implementation of the new language arts program as it relates to the Academic Strand Focus and Academy programs. Further discussions centered on how these programs support the mandate of students learning to read, write and to perform math, as well as become proficient in English. The Academic Strand Focus and the Academies support this mandate as academic achievement is improved when students are actively engaged in hands on authentic exercises that promote experiential learning as demonstrated by a well-developed integrated unit. The CCSS and NGSS require that students use the skills they have learned in meaningful, authentic problems or projects in which reading, writing, math, science and social studies are integrated. The integrated units developed within the Academic Strand Focus or Academy support the implementation of the CCSS and NGSS and will help to prepare students for the kinds of integrated state assessments they currently must take.

To aid principals in working with their staff, two comprehensive integrated units were developed to use as models during staff development. The models, which were further distributed among the principals, demonstrated an example wherein a visual or performing arts standard was used to weave in language arts, ELD, math, science and social studies standards over a seven to eight-week period.

For the December training, principals were divided into three groups depending on the level of development of their Academic Strand Focus and Academy programs and the specific needs of the principal. Those principals new to their positions within the last year benefited from a customized training group, as did veteran principals with a more developed level of exposure to the programs. The first group training was on the development of checklists, rating scales or rubrics, as previously described. Specifically, the use of rubrics helps to indicate what constitutes proficiency by students for a given assignment. Rubrics also become a tool for students to self-assess their work and make improvements, promoting student achievement. The second group training focused on determining the alignment of the standards to the student projects and how to determine the depth of knowledge and rigor of the integrated units. The third group focused on using questioning techniques and processes to use with teachers during staff development as they work to revise their integrated units to achieve more alignment to the standards and increased rigor and depth of knowledge.



Continued focus when engaging principals for individual coaching has been on removing barriers to improvement in the Academic Strand Focus and Academy programs at their school sites. Specific questions were answered about the integrated units created, how to assess the units, and how to provide feedback to the teachers for ongoing improvement. Leadership coaching was provided to encourage principals to identify strengths, explore possibilities and design new ways of approaching issues. For innovation to take place, programmatic issues must be reframed from a focus on deficits to one of assessment and improvement.

Over the next six months, the work plan will continue to support the schools with improvements to the Academic Strand Focus or Academy programs. Principals will be provided with individual feedback and training to enable each of the schools to revise their integrated units to include the new language arts adoption and to develop rubrics for those integrated units already developed.

## 2.2 TECHNOLOGY PROGRAM INTEGRATION

In coordination with the District's Educational Program, the Technology Program has featured an ongoing integration of new tools, capabilities, and innovations into the design and construction of new classroom facilities. Historically, schools in the District were designed and built primarily on the basis of meeting code and capacity requirements and conforming technology choices to prevailing traditions of classroom orientation and previous building design. That is why classrooms built prior to the Measure "R" Program, yet completed in the 21st century, featured a basic design and appearance largely similar to 19th and 20th century counterparts, with modern technology and educational programs shoehorned into generally predefined spaces and without consideration for the changes brought about by current educational program needs and the greater freedom from previous technological barriers. To achieve a 21st century classroom environment requires that the traditional design approach be reversed, allowing planning and technology integration to start with the educational program needs and specifications required such that classrooms or school facilities are designed "from the inside-out", first assuring that all functions and innovations sought by the educational program are achieved, followed by necessary considerations to meet code or other requirements generated by the proposed design.

This approach was harnessed for the design and construction of the new Harrington school, now nearly one year into active use of the campus, as well as the ongoing construction of Lemonwood, approved plans for Elm, and pending plan approval for Marshall. Students and teachers at the new Harrington school now frequently take advantage of learning environments that combine multiple 60" flat-screen HDTV displays, Apple TV streaming media devices, and District issued iPad mobile computing devices, along concurrently planned classroom enhancements such as floor-to-ceiling, wall-to-wall marker boards, mobile furnishing, and flexible storage.

Since the completion of Harrington school in January of 2016, efforts have included identifying continued improvement to the technology integration strategy used for future projects yet to be designed. The following recommendations were generated from District staff feedback and are proposed to be utilized in all future projects to enhance technology integration:

- Continue to equip classrooms with a flexible, multiple HDTV setup that utilizes the most up to date and user friendly technology for switching between audio/video sources
- Adjust future classroom wiring to utilize HDMI cabling for all audio/video connections given renewed confidence by the District that this option can be cost competitive to the approach used at Harrington and can maintain reliable quality over long distances
- Increase the size of the single large HDTV equipped in future Kindergarten classrooms from the 60-inch currently utilized to a 70-inch or larger option
- Improve the ability to display video, presentations, and other content in the multipurpose room for use during meetings by increasing the size of the supplied HDTV or other large projection options
- Recognize the District’s growing inventory of computer carts at many schools anticipate future deployment by providing adequate storage space in the Library and Resource Center for secure storage of this equipment as further indicated below in the Educational Specifications section

### 2.3 EDUCATIONAL SPECIFICATIONS

The District has adopted Educational Specifications within the Facilities Master Plan (2012), Facilities Implementation Program (2013) and Master Construct Program (2016) for guiding the design of future school facilities, as required by California Department of Education for consistency with standards under Title 5 of the California Code of Regulations. These standards include minimum requirements for various school site attributes, such as classroom size.

In the course of constructing Harrington, as well as in review of final designed plans for Lemonwood, Elm, and Marshall, educational specifications were analyzed to consider specific site needs as well as changing requirements. As directed by District staff, project architects have incorporated adjustments on pending facilities projects and future projects are to be planned in order to meet current District needs.

The following design elements are recommended to improve upon the adopted specification for future projects and may be accomplished by fully utilizing, and without adjustment to, the underlying square footage requirements contained within the previously adopted educational specifications:

- Kindergarten classrooms: Kindergarten classroom square footage of 1,120 square feet remains appropriate for use in future projects. Both attached bathrooms should be unisex and have partial doors for privacy, while still allowing the teacher visibility of the student’s feet for safety.
- Main office: Adopted specifications call for a “Work/Main Copy Room” area of 250 square feet and an adjacent “Workroom/Lounge” of 600 square feet. Where feasible, a portion of the lounge square footage containing functions for work area including copiers and supplies may be reallocated within the administrative office facility as a separate function in order to improve the

functionality of both spaces. Similarly, open areas within the main office square footage intended to function for staff conferences or workgroups may be allocated to separately partitioned space.

- Library and Resource Center: Approximately 110 square feet of the adopted 450 square feet available for storage should be configured to provide storage for computer carts.
- Classrooms: Where feasible and pursuant to recommended budgets, select upcoming K-5 projects may be modified to a 750-student specification to provide additional student capacity at reconstructed District school sites to accommodate additional flex space for fluctuations in kindergarten enrollments and increased special education needs.
- Multipurpose Room Kitchens: Consistent with the District’s operation of its food services program, a walk-in freezer shall be provided in lieu of mobile or reach-in freezers. Dry storage shall accommodate track storage shelving, wall shelving shall be provided where feasible in the cook line area, and additional work tables are to be provided in the food preparation area, in lieu of a pass-thru window. The quantity of heated holding cabinets in the cook line area and heated serving carts in the speed line area shall be increased consistent with the quantity of students being served.

The District’s Measure “R” Implementation Program adopted educational specifications for new schools based on the District’s FMP and State guidelines. These specifications were further incorporated into projects adopted under the Master Construct Program, have been used to project anticipated capacity of school facilities and estimated costs, and are presented herein for reference.

Table 1 on the following page, provides a summary of the educational specifications for K-5 facilities. It summarizes the approximate square footage required for a K-5 elementary school site serving a capacity of 700 students, unless otherwise specified, per State standards (25:1) and a capacity of 830 students under local loading standards (29.7:1).

Table 2 summarizes the educational specifications for 6-8 facilities; in particular, the approximate total square footage required for a 6-8 middle school site serving a capacity of 1,200 students per State standards (27:1) and a capacity of 1,680 students under local loading standards (35:1).

Table 3 summarizes the educational specifications for K-8 facilities, including the estimated square footage required to serve a capacity of 900 students per State standards (25:1) and a capacity of approximately 1200 students under local loading standards (31.4:1).

**Table 1: Adopted K-5 Educational Specifications**

SPACE	AREA	UNITS	TOTAL
Classroom	960	23	22,080
Kindergarten	1,120	4	4,480
Special Ed/RSP	960	1	960
<b>Teaching Space (Total Sq. Ft.)</b>			<b>27,520</b>
Special Ed/RSP	480	1	480
Flex Office	150	1	150
Speech Office	250	1	250
Psychologist Office	150	1	150
<b>Teaching Support Space (Total Sq. Ft.)</b>			<b>1,030</b>
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
<b>Kindergarten Support Space (Total Sq. Ft.)</b>			<b>760</b>
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/MP/Workroom	300	1	300
Parent/Storage Rm	100	1	100
<b>Administrative Space (Total Sq. Ft.)</b>			<b>3,005</b>

SPACE	AREA	UNITS	TOTAL
Circulation Desk	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Rm	250	1	250
Tech Work/Storage Rm	150	1	150
<b>Library and Resource Center (Total Sq. Ft.)</b>			<b>2,700</b>
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
<b>Multipurpose Facility (Total Sq. Ft.)</b>			<b>6,175</b>
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
<b>TOTAL CLASSROOMS</b>		<b>28</b>	
<b>TOTAL BUILT AREA (SQ. FT.)</b>			<b>47,390</b>

Source: Oxnard School District.

**Table 2: Adopted 6-8 Educational Specifications**

SPACE	AREA	UNITS	TOTAL
Classroom	960	41	39,360
Special Ed/RSP	960	3	2,880
Science Lab	1,200	2	2,400
Art Lab	1,200	1	1,200
Band/Orchestra Rm	1,500	1	1,500
<b>Teaching Space (Total Sq. Ft.)</b>			<b>47,340</b>

RSP	480	1	480
Counselor Office	100	2	200
Speech Office	250	1	250
Psychologist Office	150	1	150
Science Prep/Work Room	200	1	200
Visual Arts Work/Storage Rm	200	1	200
Music Instrument Storage Rm	200	1	200
Music Workroom/Office	100	1	100
<b>Teaching Support Space (Total Sq. Ft.)</b>			<b>1,780</b>

Lobby/Waiting	400	1	400
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Asst. Principal Office	150	2	300
Conference Room	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Faculty/Staff Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Conference/Workroom	300	1	300
Storage Room	100	1	100
<b>Administrative Space (Total Sq. Ft.)</b>			<b>3,405</b>

SPACE	AREA	UNITS	TOTAL
Circulation Desk	100	1	100
Librarian Office	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Stacks	600	1	600
Textbook Storage Rm	300	1	300
Small Breakout Room	250	1	250
Tech Work/Storage Rm	200	1	200
Tech Room/MDF	150	1	150
<b>Library and Resource Center (Total Sq. Ft.)</b>			<b>2,000</b>

Practice Gymnasium	9,600	1	9,600
PE Equipment Storage	400	1	400
Locker/Changing Rm	1,200	2	2,400
PE Staff Office	300	1	300
PE Staff Locker/Toilet	150	1	150
Chair/Table Storage	300	1	300
Food Prep Kitchen	650	1	650
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office	75	1	75
Toilet/Changing Rm	75	1	75
Custodial Services	100	1	100
<b>Gym/MPR/Food Service Facility (Total Sq. Ft.)</b>			<b>14,250</b>

Lunch Shelter	2,800	1	2,800
Restrooms	3,000	1	3,000

<b>TOTAL CLASSROOMS</b>		<b>48</b>	
<b>TOTAL BUILT AREA (SQ. FT.)</b>			<b>74,825</b>

Source: Oxnard School District.

**Table 3: Adopted K-8 Educational Specifications**

SPACE	AREA	UNITS	TOTAL
Classroom	960	28	26,880
Kindergarten	1,120	4	4,480
Science/Flex Lab	1,200	3	3,600
Special Ed Classroom	960	2	1,920
Special Ed/RSP	960	1	960
<b>Teaching Space (Total Sq. Ft.)</b>			<b>37,840</b>

RSP Room	480	1	480
Counselor Office	150	1	150
Speech Office	250	1	250
Psychologist Office	150	1	150
Science: Prep/Work Room	200	1	200
Special Ed: Independent Living	320	1	320
Special Ed: Laundry/Storage Rm	100	1	100
Special Ed: Toilet/Changing Rm	95	1	95
<b>Teaching Support Space (Total Sq. Ft.)</b>			<b>1,745</b>

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
<b>Kindergarten Support Space (Total Sq. Ft.)</b>			<b>760</b>

Lobby/Waiting	400	1	400
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Asst. Principal Office	300	1	300
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/MP/Workroom	300	1	300
Parent/Storage Rm	100	1	100
<b>Administrative Space (Total Sq. Ft.)</b>			<b>3,405</b>

SPACE	AREA	UNITS	TOTAL
Control Desk	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Rm	250	1	250
Tech Work/Storage Rm	200	1	200
<b>Library and Resource Center (Total Sq. Ft.)</b>			<b>2,750</b>

Multi-Purpose Rm	4,400	1	4,400
Chair/Table Storage	300	1	300
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Rm	200	1	200
Changing Rooms	600	1	600
PE Equipment Storage	200	1	200
Serving/Prep Kitchen	450	1	450
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
<b>Multipurpose Facility (Total Sq. Ft.)</b>			<b>8,075</b>

Lunch Shelter	3,600	1	3,600
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,800	1	2,800

<b>TOTAL CLASSROOMS</b>		<b>38</b>	
<b>TOTAL BUILT AREA (SQ. FT.)</b>			<b>62,175</b>

# FACILITIES PROGRAM

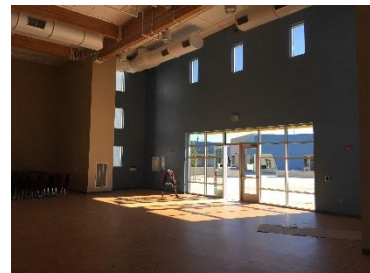
## 3.1 MEASURE “R” PROGRAM

To date, all Phase 1 Measure “R” facility improvements are either completed, under construction, or in design. These efforts include the acquisition of the Seabridge elementary school site, the completion of kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus

Over the last six months, work on Phase 1 has included the construction start of the new Lemonwood K-8 school, DSA approval, construction manager selection and guaranteed maximum price negotiation for the new Elm campus, and final stages of DSA review and approval for design plans for the grade 6-8 addition to Marshall. The new elementary and middle school site at Doris Avenue and Patterson Road has also undergone active negotiation and planning.

The following sections further detail the work that has been done pursuant to the Measure “R” Program and highlight expected outcomes over the next six months of program reporting. Similar status updates are provided for projects funded under the Measure “D” Program, starting at Section 3.2 of this report.

### 3.1.1 HARRINGTON RECONSTRUCTION



The District celebrated the grand opening of the new Norma Harrington Elementary School for student occupancy in January 2016, followed by completion of remaining parking facilities, field playground areas, access walkways and exterior lighting in April 2016, design submittal to DSA of exterior perimeter fencing in May 2016, and DSA fencing approval in June 2016. Remaining construction work to complete exterior perimeter fencing is underway, with completion anticipated by the end of the year.

On August 16, 2016, notice of completion was filed with the Ventura County recorder, bringing the project to final closeout. On August 30, 2016, a DSA Certification of Compliance was received, indicated that the

project had been closed out with a #1 certification by DSA. This achievement marked the first time in District history that a facilities project had been closed out on time, with a #1 certification from DSA.

The reconstruction of Building 4 of the original campus for use as an Early Childhood Development facility remains as the final phase of work at the Harrington site. The facility will provide classrooms for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District. The plans were submitted to DSA in November 2015 and were approved July 22, 2016. The project is currently awaiting funding based on the completion of Elm and Marshall and sufficient state aid reimbursement to be received by the District from completed prior projects, including the new facilities elsewhere at the Lemonwood site.

### 3.1.2 LEMONWOOD RECONSTRUCTION

Construction work continues apace on the Lemonwood Reconstruction project, with total completion to date at approximately 7% of the entire multi-phase scope of work. At time of publishing for this report, the builder had achieved partial framing of the 2-story classroom building, anticipating complete framing by the end of the year. The Multipurpose building has proceeded with excavation required for its foundation along with placement of crushed rock and geogrid materials required to stabilize the location in advance of pouring the foundation, anticipated by December 2016. Work continues on establishing required utility connections to the City street for communications, sewer, and water service, with anticipated interruptions to the existing Lemonwood campus during this utility upgrade strategically scheduled to occur only over the Thanksgiving and December holidays, and complete by year end.



The project previously received preliminary approval by the California Department of Education (CDE), pending outcome of review by the Department of Toxic Substances Control (DTSC). All required environmental studies for the project have since been completed, with final approval by DTSC indicated by a “No Further Action” letter received in September 2016. During excavation for building foundations, an abandoned concrete pipe and abandoned petroleum pipeline were encountered, necessitating DTSC approval of a specific work plan to address removal of these pipelines. On Friday, November 18<sup>th</sup> a complete application was submitted to CDE at its Sacramento office, reflecting the completion of required DTSC activities and approval. It is anticipated that CDE will complete its review and provide final approval before the end of the year, thereby satisfying application requirements with OPSC for State Aid Reimbursement of eligible construction costs.



Construction, which began in May 2016 following an April groundbreaking, is proceeding on schedule and on budget despite the unforeseen pipeline condition, under a Guaranteed Maximum Price (GMP) construction contract of approximately \$29.6 million and corresponding lease leaseback agreements for construction of the Lemonwood project, as approved by the Board in March 2016. Construction is planned to occur over two phases to minimize disruptions to the ongoing educational program with a scheduled construction completion in 2018.

When its phased construction is complete, the new Lemonwood school will accommodate 900 students by State standards in grades K-8, including 28 general purpose classrooms, 4 Kindergarten classrooms, 3 science/flex lab classrooms, and 2 special education classrooms. Specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms will also be provided. The reconstruction of the Lemonwood facility also retains and repurposes Building 3 of the original campus for use as an Early Childhood Development facility. Six modernized classrooms will provide space for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District. The construction plans for this phase of work were submitted to DSA in November 2015. The plans have undergone initial review by DSA, are awaiting response to comments by the project architect, and thereafter expected to be held until the completion of Elm and Marshall are achieved and sufficient state aid reimbursement is received by the District from completed prior projects, including the new facilities elsewhere at the Lemonwood site.



### 3.1.3 ELM RECONSTRUCTION

The Elm reconstruction project replaces the site's original 1948 facility with 25 new permanent classrooms to serve up to 600 students per State standards and to maximize reimbursements eligible from the State's School Facilities Program new construction grants.

Final DSA approval was received in late August 2016. On August 31, 2016, a Request for Proposals (RFP) to develop a Guaranteed Maximum Price (GMP) for the Elm Reconstruction Project was issued to the District's six prequalified firms. Three of the six invited firms declined to participate in the selection process. On September 23, 2016, three proposals from the remaining firms were received. Shortly after, the District completed a competitive selection and interview process to recommend a builder for Board consideration subsequent to negotiation of a GMP. The recommended firm, announced to the Board in

October 2016, has now undergone its subcontractor bidding process, continues to develop details of its logistics plan and coordination of utility connections, storm water plan, and City permits, and is preparing to present its proposed GMP by early December for District staff review and Board consideration.

Construction is anticipated to commence in early 2017, and is scheduled to be completed within 18 months of award of the construction contract. The project also continues to undergo required final environmental analysis by the DTSC, which will be followed by the filing of an application for New Construction grants with OPSC upon receipt of final DTSC and CDE approvals. The next semi-annual report is anticipated to provide a summary on the construction status of the project as well as document the outcome of pending State agency reviews.



The District’s original 2013 and subsequent established “all-in” budget for the project of approximately \$21.1 million, inclusive of all soft costs, hard construction costs, any and all contingencies, and furniture, fixtures and equipment, has been analyzed with respect to proposed GMP estimates from the recommended builder, including their cost estimates for direct construction cost, general conditions, bid markups, bonding, insurance costs, and construction contingency. Given the aforementioned budget for a total development cost of \$21.1 million, subtracting a total of \$4.7 million representing soft costs expended to date plus anticipated remaining soft costs through the end of the construction, as well as subtracting an anticipated GMP of \$20.5 million, yields a difference of \$4.1 million. This \$4.1 million represents the total requested adjustment to the project’s “all-in” budget, pursuant to the Board’s approval utilizing available program reserve funding.

### 3.1.4 MARSHALL NEW CLASSROOM BUILDING

The Board has approved the construction of a twelve (12) classroom building at Marshall to meet the interim 6-8 grade level capacity required until a new middle school is constructed and to provide Marshall with additional classrooms and a long-term K-8 educational program option. Upon completion, the facility

will contain 40 permanent classrooms with a capacity to house 900 students per State standard for K-8 school facilities.



The project has been submitted to DSA and the design team received initial plan check review comments from DSA in June 2016. The design team is currently addressing these plan review comments, as well as ongoing requests by DSA including additional structural and geotechnical calculations, and is working towards DSA approval by the end of 2016.

Additionally, the District has completed the required California Environmental Quality Act (CEQA) studies and a Mitigated Negative Declaration was approved by the board in August 2016. An application for New Construction funding is anticipated to be filed subsequent to the approval of the construction plans by DSA and an update to the site's earlier approval by the Department of Toxic Substances Control.

Due to changes in State Law, a revised process for selection of a construction manager for the project is underway for approval of the Board. Once completed, it will be utilized to initiate the process for contractor selection and to solicit bids and present a GMP contract for Board consideration. A GMP contract is anticipated to be presented at the end of the first quarter for Board consideration, with construction commencing immediately thereafter. The overall schedule has been adjusted to accommodate these delays.

### 3.2 MEASURE "D" PROGRAM

In early 2016, the District reviewed alternate methods to extend the scope of Measure "R", and additional funding and sequencing requirements to implement an integrated program for the next set of proposed improvements for Board consideration. A program was designed to work in tandem with the Measure "R" Implementation Program by adopting its programmatic goals and facilities specifications, building upon the sources and uses of funds already allocated by the District, and interlacing its scheduling, sequencing, and cash flow requirements to leverage the next level of proposed improvements. At its March 16, 2016 meeting, the Board adopted a plan to integrate Measure "R" projects, including those summarized above, with proposed Measure "D" bond projects detailed by a Master Construct Program. Measure "D" was approved by voters on November 8, 2016, authorizing \$142 million in bonds to fund additional school improvements throughout the District. At the same time, California voters approved Proposition 51, authorizing the State to issue bonds replenishing its Modernization and New Construction programs.

As provided in the Master Construct Program, the following facilities projects are proposed to be initiated at this time:

- Reconstruction of McKinna K-5
- Construction of Seabridge K-5
- Reconstruction design for Rose K-5
- Construction of Doris/Patterson K-5
- Construction of Doris/Patterson 6-8

These initial projects are to be launched pursuant to the scope of work detailed in the Master Construct Program and have been strategically sequenced in the order listed above in order to optimize State Aid as the Office of Public School Construction begins to reinitialize its ability to award grant funding under the School Facilities Program pursuant to recent voter approval of Proposition 51.

It is anticipated that Proposition 51 passage will dramatically accelerate the pace of project applications throughout the State, quickly committing the State's share of the remaining \$6.0 billion in new construction and modernization projects to those districts that have submitted shovel-ready projects. Approximately \$2.3 billion of applications that have already received DSA approval are already in line for funding, including \$17.0 million in District applications. By immediately moving forth with the design and proposed construction of McKinna and Seabridge schools, including necessary team members, plus the design for Rose school, the District will seek to secure its place in line for State funding and maximize its opportunity to capture additional State dollars before the depletion of the program. Efforts at Doris/Patterson to complete the land purchase, obtain City and LAFCO approval, and complete a required Environmental Impact Report over the next 24 months, will further enhance the District's ability to secure State funding for the land acquisition, site development, and facility construction portions of the new K-5 and 6-8 school projects at that site.

The following sections further detail the expected outcomes over the next six months of program reporting for Measure "D" funded projects.

### 3.2.1 MCKINNA ELEMENTARY RECONSTRUCTION

McKinna Elementary School was constructed in 1954, with 17 permanent and 14 portable classrooms. It is among the oldest schools in the District and was assessed under the adopted Master Construct Program as needing extensive modernization throughout its administration building, kindergarten facilities, classrooms, MPR/food service facility, and support spaces, as well as improving technology infrastructure, playfields, and vehicular areas.

Recognizing these conditions, the Master Construct Program prioritized the reconstruction of the McKinna campus with an entirely new set of facilities, built according to modern State codes, District

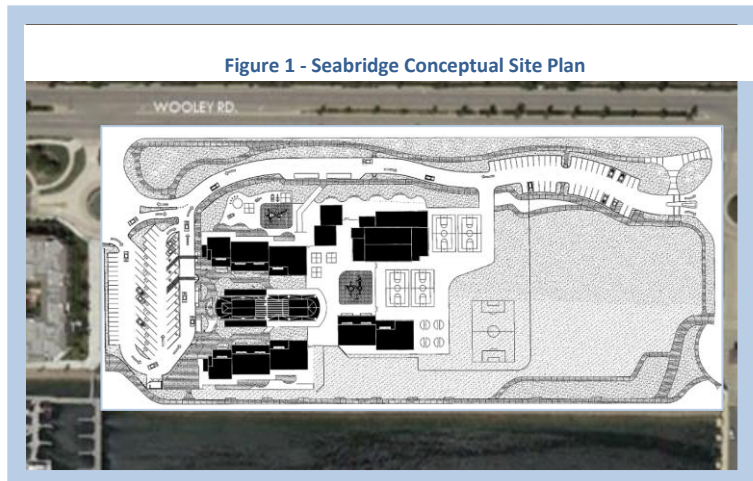
specifications, and 21<sup>st</sup> century educational program requirements. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. Conceptually, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school construction. The new facility will be accessed from a new parking and drop-off provided at “N” Street. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

It is now recommended that McKinna be constructed with an increased number of classrooms in order to provide additional District K-5 capacity relief as well as maximize the District’s potential State aid reimbursement from the project. The adopted specification for the project is proposed to be modified from 28 classrooms loaded to 700 students at State standards to 30 classrooms loaded to 750 students at State standards. Based on the District’s adopted Master Construct Program, revised specifications for a 750-student K-5 facility, and current construction costs evidenced by recent estimates conducted for the Elm reconstruction project, this report recommends establishing a budget to reconstruct McKinna at approximately \$31 million in current dollars.

Selection of an architect for the project is anticipated to commence in early 2017, with site design aided by similarities shared with the Harrington school. A preconstruction firm will be selected to provide feedback throughout the design to maintain a design that can be constructed within the project budget. Design is anticipated to be complete by late summer 2017, thereafter prompting required review and approval by the Division of the State architect, before construction can commence in 2018.

### 3.2.2 SEABRIDGE NEW CONSTRUCTION

The District acquired the Seabridge school site in June 2013 and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. As reported in June 2016, State funding had been oversubscribed, with a reimbursement pending new State bonds. Given the passage of Proposition 51 in November 2016, which now provides the State authorization to replenish the State facilities funding programs, the District’s application for funding may be anticipated for State processing in mid-2017. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer’s request for a drainage retention basin on the District’s property and design of the joint use park. These activities are also being coordinated with the District’s legal counsel.



Pursuant to State and CDE approvals, the 8.8-acre site has been approved by the Coastal Commission and conceptually site planned to accommodate 630 students, pursuant to State loading standards. It is also intended to be operated as a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. The proposed school will include necessary classrooms, a library, multipurpose room, hardcourt play areas and required support facilities. Based on the conceptual site plan, adopted Board specifications for K-5 school facilities, and current construction costs, this report recommends establishing a budget to construct Seabridge, funded from Measure “D” proceeds, at approximately \$28.6 million in current dollars.

Selection of an architect for the project is anticipated commence in the first quarter of 2017, with particular attention paid to the firm’s ability to comply with anticipated California Coastal Commission requirements. A preconstruction firm will be selected to provide feedback throughout the design to maintain a design that can be constructed within the project budget. Design is anticipated to be complete in the second half of 2017, thereafter prompting required review and approval by the Division of the State architect before construction can commence.

### 3.2.3 ROSE ELEMENTARY RECONSTRUCTION

Rose Elementary was built in 1965 on a 9.3-acre site and is operated as a K-5 school with 31 permanent classrooms and 3 portable classrooms. As with McKinna, the Master Construct Program assessed the need for extensive modernization to provide a new media center, modernized classrooms and MPR/food service building, upgraded electrical and other utilities, and improved playfields, vehicular areas, lunch shelters, and play equipment. In lieu of a costly renovation, the Master Construct Program adopted a reconstruction plan for the campus that locates all new facilities in the south half of the site along La Puerta Avenue, where playfields currently exist, enabling the existing Rose Elementary to continue in operation until construction is complete. Upon completion, the north half of the site would be demolished and replaced with new playgrounds, hard courts, and play fields.

Again, mirroring the recommendation for McKinna, this report seeks the Board’s consideration to construct Rose with an increased number of classrooms in order to provide additional District K-5 capacity relief as well as maximize the District’s potential State aid reimbursement. The adopted specification for the project is proposed to be modified to 30 classrooms loaded to 750 students at State standards. Based on the District’s adopted Master Construct Program, revised specifications for a 750-student K-5 facility, and current construction costs, this report recommends establishing a budget to reconstruct Rose at approximately \$30.2 million in current dollars. In an effort to maximize available State reimbursements, the design of Rose has been accelerated to 2017. This allows the District to submit for State funding for the project earlier than originally planned to maximize available funding.

### 3.2.4 DORIS/PATTERSON NEW CONSTRUCTION

The District has elected to proceed with the acquisition of a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new K-5 and 6-8 middle school facility, plus the potential to

accommodate a District administrative center. Various preliminary environmental studies of the property have been conducted and the site has received preliminary approval from the California Department of Education. The District and property owner continue to have fruitful discussions on the acquisition of the site based on a negotiated acquisition price and terms. Over the last several months, discussions have addressed a range of solutions required to advance pending negotiations, and have incorporated a review of anticipated housing development, developer mitigation agreements, consideration for utility access, accommodation of site testing and inspection, and future development of roads and site circulation.

With the identification and anticipated selection of several required professional services, including civil engineering, architecture, and entitlement consulting, planning efforts over the next six months will continue to coordinate presentations as needed with the Ventura County Local Agency Formation Commission (LAFCO) regarding required annexation efforts for the property, as well as coordination with various local agencies and staff, including the City of Oxnard. During this process, preliminary architectural design concepts will be required to be developed and will be brought for Board action as needed.

The environmental review process is also underway. As approved by the Board, an environmental consultant has been selected to prepare an environmental impact report required under the California Environmental Quality Act for the site. As required by the Department of Toxic Substances Control (DTSC), a Phase I Environmental Site Assessment has been completed and a Level II Environmental Assessment begins in December 2016 to perform soil sampling, testing, analysis, and reporting as required by the State. Once completed, findings will be presented to the Board for further consideration.

The proposed site has been planned to accommodate construction of a new grade 6-8 middle school for 1200 students with 48 teaching stations and requisite support facilities and a grade K-5 elementary school for 700 students with 28 teaching stations and requisite support facilities, both per State standards. Based on these specifications and current construction costs this report recommends establishing a budget to construct the K-5 school at approximately \$29.6 million in current dollars and to construct the 6-8 school at approximately \$49 million in current dollars, funded from Measure “D” proceeds.

### 3.3 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of project updates, as presented through an ongoing series of workshops and policy discussions. At this time, the Board may wish to consider accepting proposed recommended modifications to the Master Construct Program that include:

- Reconstruction of McKinna as a 750-student facility with a project budget of \$31 million
- Construction of Seabridge as a 630-student facility with a project budget of \$28.6 million
- Reconstruction design of Rose as a 750-student facility with a project budget of \$30.2 million
- Construction of Doris/Patterson K-5 as a 700-student facility with a project budget of \$29.6 million
- Construction of Doris/Patterson 6-8 as a 1200-student facility with a project budget of \$49 million

Pursuant to Board adoption of the recommendations included in this report, the program team will continue a workplan of developing the above projects, along with ongoing Measure “R” projects, and will return to the Board with updates periodically as well as upon the next semi-annual report.



# PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities identified in this report for the Master Construct and Implementation Program. Major funding sources include Measure “R” bond proceeds, developer fees, Mello Roos funds, capital program balances, and future general obligation bond proceeds under the recently approved Measure “D”. The program also seeks to maximize State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program and the recently approved Proposition 51 bond measure.

To date, all Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. On November 8, 2016, District voters approved Measure “D”, a \$142.5 million general obligation bond to fund additional facilities improvements. Also on November 8, California voters approved Proposition 51, a \$9.0 billion State Bond, with \$6.0 billion allocated for funding of K-12 school modernization and new construction grants under the SFP. To date, approximately \$17.3 million in State aid reimbursement applications have been submitted by the District to the State for grant funding and await allocation from SAB. A plan for submitting additional State aid applications is included in the following portions of this section.

## 4.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible public school districts through the SFP. OPSC operates various programs pursuant to State Law and provides projects to be considered by the State Allocation Board (SAB) for specific funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project specific costs. Pupil grant amounts are periodically reviewed for increase by the SAB.

The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion of the cost of an eligible project from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district’s general fund.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school improvements by California voters. With the November approval of Proposition 51, \$3.0 billion is earmarked for K-12 new construction programs, and \$3 billion for K-12 modernization programs. Up to this point, the State has been accepting applications as of the date they were submitted and has been allocating approvals by establishing a dual list system. There are currently \$1.78 billion worth of projects already approved by DSA and CDE, the Acknowledged List, which includes \$1.23 billion in new construction funding and \$550.1 million worth of projects awaiting modernization funding from Proposition 51. An additional \$369.9 million worth of projects are on the True Unfunded List, which pursuant to AB 55, are to be funded based on remaining State bond authorization, prior to Proposition 51. Collectively, the \$2.15 billion worth of projects identified on the above lists will be processed based on the date and order applications were received. The True Unfunded List represents projects with the earliest date order received. The District currently has \$17.3 million of projects on the Acknowledged List from the modernization of Fremont (\$925,128) and McAuliffe (\$101,225), the land acquisition for Seabridge (\$6,517,350), improvements to Driffill (\$1,484,604), and the reconstruction of Harrington (\$8,581,638).

At a post Proposition 51 election meeting, OPSC staff has communicated that it is anticipating further direction on moving forward with the restart of the SFP program from the SAB at the January 2017 meeting. Likewise further direction is anticipated at that time on how to proceed with the SFP program. At this time, they anticipate that the existing SFP regulations will continue with the AB 55 projects being the first to be apportioned. Any implementation of Proposition 51 funding and additional processing of applications will require OPSC to restaff its operations and to reseal SAB members that may be appointed in the interim.

The Board will be kept posted in the interim as necessary to update any changes to the SFP as a result of these actions. The Master Construct and Implementation Program has been designed to optimize available and anticipated State grants for planned improvements with the District continuing to participate in the SFP for modernization and new construction. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are catalogued as well and projected applications for potential funding of additional projects are also presented.

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#### 4.1.1 STATE AID MODERNIZATION

The State's Modernization Program provides state funds on a 60-40 state and local sharing basis for improvements that educationally enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards

of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.

2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The pupil grant is currently \$4,049 for grades K-6 and \$4,283 for grades 7-8. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under SB 50, the State provides the option of a “like for like” approach towards utilizing available modernization eligibility towards new construction. The “like for like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district’s new construction eligibility pupil grants and are in addition to any available new construction funding. Funds allocated under “like for like” would be based on the modernization grant eligibility on a site by site basis. The District has previously utilized this strategy for the Harrington reconstruction project, and will continue to utilize it where applicable on the planned reconstruction projects.

**Table 4: Estimated Modernization Eligibility - 60-40 Program**

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	29	0		2	\$202,450	27	\$2,733,075	0		\$2,935,525
Chavez	27	0		0		0		27	\$2,733,075	\$2,733,075
Curren	37	0		0		2	\$202,450	35	\$3,542,875	\$3,745,325
Driffill	22	0		0		0		22	\$2,226,950	\$2,226,950
Elm	31	0		19	\$1,923,275	0		12	\$1,214,700	\$3,137,975
Frank	52	0		45	\$5,203,845	5	\$578,205	2	\$231,282	\$6,013,332
Fremont	36	0		2	\$231,282	0		34	\$3,931,794	\$4,163,076
Harrington	3	0		3	\$303,675	0		0		\$303,675
Haydock	37	32	\$3,700,512	0		5	\$578,205	0		\$4,278,717
Kamala	33	0		5	\$506,125	1	\$101,225	27	\$2,733,075	\$3,340,425
Lemonwood	32	3	\$303,675	7	\$708,575	0		22	\$2,226,950	\$3,239,200
Marina West	31	4	\$404,900	6	\$607,350	0		21	\$2,125,725	\$3,137,975
Marshall	27	0		0		0		27	\$2,733,075	\$2,733,075
McAuliffe	39	34	\$3,441,650	2	\$202,450	2	\$202,450	1	\$101,225	\$3,947,775
McKinna	31	7	\$708,575	4	\$404,900	3	\$303,675	17	\$1,720,825	\$3,137,975
Ramona	52	0		24	\$2,429,400	0		28	\$2,834,300	\$5,263,700
Ritchen	30	28	\$2,834,300	2	\$202,450	0		0		\$3,036,750
Rose	34	0		3	\$303,675	0		31	\$3,137,975	\$3,441,650
Sierra Linda	37	8	\$809,800	8	\$809,800	0		21	\$2,125,725	\$3,745,325
Soria	0	0		0		0		0		\$0
<b>Total</b>	<b>620</b>	<b>116</b>	<b>\$12,203,412</b>	<b>132</b>	<b>\$14,039,252</b>	<b>45</b>	<b>\$4,699,285</b>	<b>327</b>	<b>\$33,619,551</b>	<b>\$64,561,500</b>
<b>Submitted Applications</b>										
Project 1 - Fremont	8		\$925,128							
Project 1 - McAuliffe	1		\$101,225							
	9		\$1,026,353							
<b>Remaining Eligibility</b>	<b>107</b>	<b>\$11,177,059</b>		<b>132</b>	<b>\$14,039,252</b>	<b>45</b>	<b>\$4,699,285</b>	<b>327</b>	<b>\$33,619,551</b>	<b>\$63,535,147</b>

Table 4 summarizes the District’s eligibility for State modernization grants for permanent and portable facilities, provides a summary of submitted applications, and illustrates remaining eligibility after applications are submitted. These are estimated based on an inventory maintained by the District for each school site relative to age of classroom facilities. This amount takes into consideration previously filed applications that are pending an apportionment. By 2020, the District is projected to be eligible for an additional \$14.0 million in Phase 2 funding. Thereafter, an additional \$4.7 million is estimated by 2025 and \$33.6 million by 2029. All modernization projects require a local match to be provided by the District, unless Financial Hardship is utilized.

In Phase 1, there is approximately \$12.2 million in State modernization eligibility (including prior modernization applications awaiting apportionment). Eligibility for Sierra Linda, McKinna, Marina West, and Lemonwood is proposed to be applied under a “like for like” program towards the new construction of replacement facilities. Eligibility for McAuliffe, Haydock, and Ritche is proposed to be utilized for MPR modernization. Phase 2 eligibility will similarly be applied under the “like for like” for the reconstruction of Elm, Marina West, Sierra Linda, McKinna and Rose. Eligibility for Fremont, Kamala, McAuliffe, Ritche and Ramona is proposed MPR and modernization improvements. Thereafter, remaining modernization eligibility will be allocated to remaining projects based on the required sequencing at that time and as may be modified by the Board.

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#### 4.1.2 STATE AID NEW CONSTRUCTION

The State’s New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for grades K-6 and 27 students per classroom for grades 7-8. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the amount of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved, a district may apply for funding on a 50/50 State grant/local match basis. The pupil grant is currently \$10,634 for grades K-6 and \$11,247 for grades 7-8, and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and

general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 5 summarizes the District’s estimated new construction eligibility. No changes in new construction eligibility are reported since the July 2016 update. The District is eligible for approximately \$71 million in new construction grants, including \$60.5 million for grades K-6 and \$10.5 million for 7-8 grade levels. These amounts continue to be subject to a local match requirement by the District equal to the amount of the total State grant. If enrollment continues to grow, the amount of State eligibility for new construction is expected to increase. The estimated eligibility is available district wide, but subject to the availability of funding from the SFP.

**Table 5: New Construction Eligibility (50/50)**

Grade Level	Eligible Pupils	Grant Value (2016)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	5,691	\$10,634	\$60,518,094	\$60,518,094
7-8	932	\$11,247	\$10,482,204	\$10,482,204
<b>Total</b>	<b>6,623</b>		<b>\$71,000,298</b>	<b>\$71,000,298</b>

*\*Does not include State reimbursements for land acquisition.*

#### 4.1.3 FINANCIAL HARDSHIP FUNDING

The State also provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. At this time, it appears that the District may be eligible for financial hardship. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Proposition 39 Bond
- District total bonding capacity of less than \$5 million

In addition, it must meet at least two of the following criteria:

- District has placed on the ballot within the last four years a local general obligation bond
- Bond received at least 50 percent yes votes
- Debt has been issued for capital outlay obligations at a level of at least 30 percent of the district’s total bonding capacity
- At least 20 percent of the district’s teaching stations are relocatable classrooms

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35, 40, 10) are required throughout the project period that a District is in Hardship funding and at “close out”. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for planning funds for site acquisition, DSA submittals and construction.

The Oxnard District has exceeded its net bonding capacity and meets more than two of the subsequent criteria, including the 30 percent capital outlay obligations and the teaching station requirement. Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional bond funding must be provided thereafter to complete a hardship project.

Use of modernization financial hardship is proposed to be used strategically, with careful consideration to minimize the impact on the use of other sources of funding as identified above. Based on this, the best time to utilize financial hardship is assumed to be to reconstruct Marina West and Sierra Linda utilizing both new construction and modernization grants. All remaining phasing and budgeting for Measure “R” and the Master Construct Program assume the use of the Basic Program and the Enhanced Program, without financial hardship. However, this could change as the State program continues to unfold and as local conditions may change such as substantial escalation in construction costs and/or interest rates. On this basis, the Board will receive periodic updates on the status of the State aid program, its impact on existing or proposed applications and the Districts overall strategy to leverage additional State aid.

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#### 4.1.4 REMAINING AND PROPOSED USE OF NEW CONSTRUCTION ELIGIBILITY

Table 16 presents the New Construction applications that have been filed with the OPSC, indicating approximately \$16.6 million in submitted applications. This amount represents the estimated base grant and excludes any additional anticipated allowances for site development and SDC pupils, which may increase the potential overall grant amount upon apportionment. Per the current regulations, the District has secured its place in line for these applications as part of the State’s “Acknowledge List”. OPSC has reviewed these applications to confirm that all necessary documents have been provided and has submitted the applications to the State Allocation Board (SAB) for acknowledgment, but not approval. Once bonding authority is replenished from Proposition 51, applications are proposed to be placed before the SAB for approval and apportionment based on their date of acknowledgement.

Taking into consideration the applications that have been filed, the District’s total remaining eligibility is estimated to be \$60.9 million of remaining pupil grants, based on the State’s 50/50 match program. The State does not deduct pupil grants from the total eligibility for land acquisition, therefore pupil grants are not reported for the Seabridge land purchase and the grant amount is not deducted from the eligibility.

**Table 6: Submitted New Construction Applications**

	Pupil Grants			Est. Grant
	K-6	7-8	Total	Amount
<b>Current Eligibility</b>	<b>5,691</b>	<b>932</b>	<b>6,623</b>	<b>\$71,000,298</b>
<i>Less applications filed for:</i>				
Harrington School	807	0	807	\$8,581,638
Driffill	0	132	132	\$1,484,604
			Subtotal	\$60,934,056
<i>Plus Seabridge Land Purchase<sup>1</sup></i>				
				\$6,517,350
<b>Total</b>	<b>807</b>	<b>132</b>	<b>939</b>	<b>\$67,451,406</b>
<b>Total grant amount remaining</b>	<b>4,884</b>	<b>800</b>	<b>5,684</b>	<b>\$60,934,056</b>

1. No pupil grants required

**Table 7: Anticipated Remaining New Construction Applications**

	Remaining New Construction Grants			Grant Amount
	K-6	7-8	Total	
Remaining pupil eligibility	4,884	800	5,684	\$60,934,056
<i>Less grants for Measure "R" projects to be used at:</i>				
Elm	600	0	600	\$6,380,400
Lemonwood	656	279	935	\$10,113,817
Marshall	108	216	324	\$3,577,824
<b>Total grants used</b>	<b>1,364</b>	<b>495</b>	<b>1,859</b>	<b>\$20,072,041</b>
<i>Less grants for Measure "D" projects to be used at:</i>				
Reconstruction of McKinna	750	0	750	\$7,975,500
New K-5 at Seabridge	625	0	625	\$6,646,250
Reconstruction of Rose	745	0	745	\$7,922,330
New K-5 at Doris/Patterson	700	0	700	\$7,443,800
New 6-8 at Doris/Patterson	0	305	305	\$3,430,335
<b>Total grants used</b>	<b>2,820</b>	<b>305</b>	<b>3,125</b>	<b>\$33,418,215</b>
<i>Less grants for Financial Hardship to be used at:</i>				
Reconstruction of Sierra Linda	700	0	700	\$14,887,600
<b>Total grants used</b>	<b>700</b>	<b>0</b>	<b>700</b>	<b>\$14,887,600</b>
<b>Total grants remaining</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>

Table 7 provides a summary of proposed new construction applications to be submitted under the proposed Master Construct and Implementation Program. Approximately \$20.1 million is anticipated to be reimbursed from Measure "R" Phase I projects including Elm, Lemonwood, and Marshall. Additional future applications are anticipated for the new school projects identified under the Master Construct Program. Approximately \$33.4 million is anticipated to be filed for five new school projects under the State's 50/50 matching program. A local match would be required to obtain State funding for these future projects, plus any additional amounts necessary to complete the total required school construction costs identified in this report. In the final phase of implementation, a Financial Hardship strategy is proposed to be used to reconstruct Sierra Linda garnering an estimated \$14.8 million. As such, the grant amount shown in the below table for financial hardship counts both the state and local match for the project. The

strategy put forth above maximizes available state funding of \$84.9 million collectively from new construction grants to achieve the greatest benefit for the District with the funds available.

## 4.2 DEVELOPER FEES

Developer fees are fees that are paid by residential property developers to school districts to mitigate the impact created by new residential development within a school district's boundaries on the demand for school facilities. Fees are paid to a school district as a condition of obtaining a building permit from the city or county for a construction project. The fees are typically assessed on a square foot basis and can vary by the property's intended use.

In April 2016, the District adopted a Residential Development School Justification Study in order to continue collecting Level 1 developer fees and a School Facilities Needs Analysis to establish and justify the collection of Level 2 developer fees. On February 24, 2016, the State Allocation Board increased the maximum residential Level 1 developer fee rate authorized by Section 17620 of the Education Code from \$3.36 to \$3.48 per residential building square foot for unified school districts. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District can collect 66.0%, or \$2.30, of the maximum Level 1 developer fee per square foot for all new future residential units built within the District's boundaries. However, subject to an additional District School Facilities Needs Analysis that justified a higher rate, the District adopted a Level 2 developer fee at a rate of \$3.46 per square foot rate for new residential development. Based on projected development from the District's development fee study consultant, an estimated \$37.5 million is anticipated to be collected over the next ten years,

## 4.3 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements in California. More than 600 school districts in the State have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Proposition 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

The Master Construct and Implementation Program utilizes two G.O bond measures: Measure "R" approved by voters in 2012 and Measure "D" approved by voters on November 8, 2016. Measure "R" authorized the sale of \$90 million in G.O. bonds and has been used to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington, Elm, and Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all bonds from Measure "R" have been sold and the District is awaiting State reimbursements to fund additional projects.

Measure "D" authorized the District to issue \$142.5 million in G.O. bonds to construct additional improvements. Proceeds from Measure "D" will also be used to meet the local match requirement for

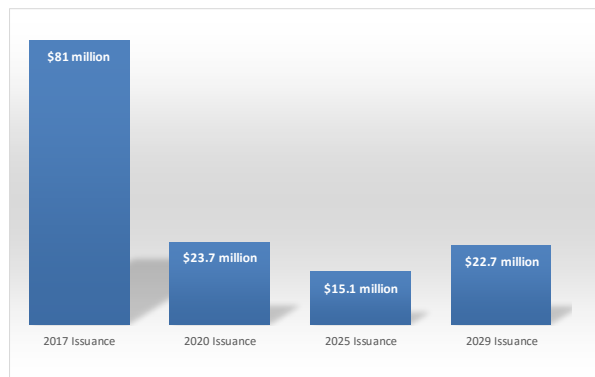


State school facility grants and to fund proposed improvements directly. Figure 16 provides an estimated schedule for the issuance of bonds under Measure “D” and a projection of the amount of bond proceeds available from each series of bonds.

The bonds are being issued pursuant to Proposition 39 which requires that the issuance of bonds be accomplished within a projected tax rate of \$30 per \$100,000 of assessed valuation. As an additional requirement and as highlighted in the Master Construct Program, the initial tax rate of the first series of bonds is being set at an initial estimated tax rate in the first year of \$18 per \$100,000 of assessed value, rising thereafter as other outstanding bonds are repaid.

Specifically, the combined annual tax rate in effect for all outstanding bonds is projected to decrease by \$35 per \$100,000 assessed valuation during the period of fiscal year 2016 through 2019. Most of this decline is due to the scheduled full repayment of the 1988 bond measure in 2019 as well as additional declines from the scheduled repayment of other remaining bond measures, resulting in an estimated \$18 per \$100,000 decline in combined tax rates from today to the end of the period. This estimated decrease in the overall tax rate allows the District to issue the first series of Measure “D” bonds while maintaining a combined tax rate comparable to the current level in fiscal year 2016. To achieve this goal, the first series of Measure “D” bonds will be structured to have an initial tax of approximately \$18 in the first year and will increase to the maximum tax rate of \$30 once the 1988 bonds are fully repaid.

**Figure 2: Estimated Measure "D" Bond Proceeds**



Total Bond Authorization = \$142.5 million

In the projection above, bond series are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. Recognizing that prevailing law and market conditions may change over time, the first bond series is estimated to generate approximately \$81.0 million with a total of \$104.7 million estimated to be available in the first 5 years of the proposed program from the sale of the initial two bond sales. Subject to prioritization by the Board, this may allow the District to address the need to construct the majority of proposed Phase 2 improvements solely from local sources should State SFP be further delayed. Subsequent bond sales have been provided in tandem with the plan of expenditure and phasing proposed in this report.

Education Code 15102, limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25% of the District’s total assessed valuation at the time bonds are to be sold without a waiver from the State Board of Education. The District has periodically requested the State Board of Education to grant a waiver for the District to exceed its statutory debt limit to issue additional series of bonds.

In 2013 and 2015, the District was granted a waiver by the State Board of Education to increase its statutory debt limit to 1.5% and thereafter to 1.67%, respectively, of total assessed value in order to issue Measure “R” bonds, continue construction projects and optimize its reimbursement from State aid. At the time of the District’s last Measure “R” bond issuance in 2015, it was estimated that the District would return to its statutory debt of 1.25% by 2020. As of November 2016, the District had approximately \$178.2 million in outstanding bonded indebtedness which represents a debt limit of 1.46% and it is estimated that the District will in fact return under its statutory debt limit by 2020.

The issuance of additional bonds from Measure “D” during this period requires the District to once again seek a bond debt waiver. To accommodate the planned issuance of \$81 million from Measure “D” the District needs to submit a request to the State Board of Education to raise the District’s overall debt limit to 2.21%. The corresponding issuance of bonds would extend the original period required for the District to return to its statutory limit by 5 years, from 2020 to 2025 based on an estimated annual average increase of assessed value during this period of four percent.

This calculation also indicates that the District is well within the range to qualify for State Financial Hardship funding under the current SFP. To qualify, districts must demonstrate that they are bonded to at least 60% of the statutory bonding limit. The District clearly exceeds this amount and thus qualifies under this portion of the required criteria.

**Table 8: District Bonding Capacity Analysis**

As of Novmeber 1, 2016	
Total Assessed Value (2016-17)	\$12,231,081,218
Current Waiver Debt Limit (% of Assessed Value)	1.67%
Current Waiver Debt Limit (\$)	\$204,259,056
Total Outstanding Debt	<u>\$178,258,139</u>
Total Outstanding Debt (% of Assessed Value)	1.46%
Total Outstanding Debt	\$178,258,139
Planned Measure "D" Series A Issuance	<u>\$81,000,000</u>
Total Outstanding Debt After Issuance	\$259,258,139
<b>Waiver Request (Total Debt % of Assessed Value)</b>	<b>2.12%</b>
Hardship Analysis	
<i>Hardship Requirement</i>	<i>60.00%</i>
Statutory Bonding Capacity (1.25%)	\$152,888,515
<u>Outstanding Bonded Indebtedness</u>	<u>\$178,258,139</u>
% of Statutory Capacity Currently Used	116.59%

#### 4.4 PROJECT EXPENDITURE TO DATE

A budget and expenditure tracking protocol has been established and utilized for Phase 1 projects under current implementation. As of the July 2016 Semi-Annual Report, the total Phase 1 budget was approximately \$123.3 million, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen, but required budget adjustments.

Table 9 provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2016. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30). The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditures reporting is based on the budget approved as part of the July 2016 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2016 report, subsequent expenditure reports will reflect the revised budget value.

**Table 9: Estimated Phase I Expenditures to Date**

Project	Adopted Budget	Fiscal Year Expenditures					Total
		2012-13	2013-14	2014-15	2015-16	2016-17 <sup>1</sup>	
Acquire Site New Elem K-5	\$7,635,282	\$7,644,701	\$34,158	\$0	\$46,736	\$5,900	\$7,731,495
Acquire Site New K-5/MS	\$660,000	\$0	\$14,625	\$37,345	\$213,534	\$156,002	\$421,506
Design & Reconstruct Harrington Elem K-5	\$23,596,732	\$139,199	\$1,457,133	\$12,221,862	\$9,806,363	\$54,137	\$23,678,694
Design & Reconstruct Lemonwood Elem K-8	\$36,275,327	\$142,104	\$834,891	\$1,467,077	\$1,933,787	\$1,865,670	\$6,243,529
Design & Reconstruct Elm Elem K-5	\$21,076,943	\$0	\$322,899	\$1,165,387	\$436,633	\$138,566	\$2,063,485
<b>Design &amp; Improve K-5 Kindergarten Facilities</b>							
Ritchen	\$456,837	\$14,282	\$68,832	\$341,420	\$16,563	\$119	\$441,216
Brekke	\$276,090	\$12,126	\$57,656	\$199,684	\$6,513	\$112	\$276,090
McAuliffe	\$336,509	\$12,441	\$88,159	\$214,911	\$8,898	\$107	\$324,517
Driffill	\$2,477,832	\$51,334	\$56,711	\$242,911	\$0	\$817	\$351,773
<b>Total K-5 Kindergarten Facilities</b>	<b>\$3,547,268</b>	<b>\$90,184</b>	<b>\$271,358</b>	<b>\$998,925</b>	<b>\$31,974</b>	<b>\$1,155</b>	<b>\$1,393,596</b>
<b>Design &amp; Construct Science Labs/Academies</b>							
Chavez	\$649,009	\$17,670	\$168,087	\$443,798	\$19,273	\$182	\$649,009
Curren	\$598,330	\$16,935	\$117,956	\$445,779	\$17,485	\$176	\$598,330
Kamala	\$619,123	\$17,221	\$154,336	\$429,080	\$18,299	\$186	\$619,123
Haydock	\$1,066,467	\$64,009	\$299,940	\$665,063	\$23,810	\$272	\$1,053,094
Fremont	\$1,847,306	\$74,908	\$491,207	\$1,235,136	\$20,752	\$25,303	\$1,847,306
<b>Total Science Labs/Academies</b>	<b>\$4,780,235</b>	<b>\$190,743</b>	<b>\$1,231,526</b>	<b>\$3,218,857</b>	<b>\$99,619</b>	<b>\$26,118</b>	<b>\$4,766,862</b>
<b>Project 1 Remaining Adjustment</b>	<b>\$206,851</b>						
<b>Pre-Kindergarten Improvements</b>							
Harrington	\$1,083,351	\$0	\$0	\$19,867	\$115,683	\$2,273	\$137,823
Lemonwood	\$860,386	\$0	\$0	\$8,468	\$19,283	\$5,814	\$33,565
<b>Total Pre-Kindergarten Improvements</b>	<b>\$1,943,737</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,335</b>	<b>\$134,966</b>	<b>\$8,087</b>	<b>\$171,388</b>
Ritchen New Special Day Classroom	\$175,000	\$0	\$0	\$16,478	\$102,111	\$0	\$118,590
Marshall K-8 12 Classroom Addition	\$8,097,558	\$0	\$0	\$102,373	\$672,837	\$70,645	\$845,854
FF&E Allowance	\$5,373	\$0	\$0	\$0	\$0	\$0	\$0
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$3,086	\$1,009	\$4,095
Technology	\$11,201,175	\$1,334,735	\$7,476,539	\$2,135,054	\$269,612	\$0	\$11,215,940
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$150,474
Program Reserve	\$3,767,298						
<b>TOTAL</b>	<b>\$123,294,254</b>	<b>\$9,691,666</b>	<b>\$11,643,603</b>	<b>\$21,391,694</b>	<b>\$13,751,259</b>	<b>\$2,327,288</b>	<b>\$58,805,510</b>

**Notes:**

1. Fiscal Year 2016-17 expenditures are as of October 31, 2016
2. Budgets have been adjusted per the July 2016 Semi-Annual Implementation Program Update approved by Board
3. Figures presented above are unaudited

As of October 31, 2016, approximately \$58.8 million has been expended for the Program. The District has also expended approximately \$28.4 million in expenditures outside of the program for other facilities related needs, for a total of \$87.2 million in total construction fund expenditures for the duration of the Program to date. Detailed expenditure reports, broken down into subcategories of spending have been prepared and submitted to District staff, and are available for review by the Board and Citizens Oversight Committee.

# MASTER BUDGET & SCHEDULE

The Measure “R” Program is funded by the Basic Program which relies on local funding, including developer fees, Mello Roos funds, capital program balances, voter approved Measure “R” proceeds, plus an Enhanced Program that seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available. The Program is currently operating under the Basic Program to accommodate the delayed funding of the State’s School Facilities Program (SFP) which is responsible for State funding of school facilities modernization and construction projects.

As directed by the Board, the Master Construct Program was developed to work in tandem with the Measure “R” Implementation Program to construct permanent school facilities by adopting its programmatic goals and facilities specifications, building upon the sources and uses of funds already allocated by the District, and interlacing its scheduling, sequencing, and cash flow requirements to leverage the next level of proposed improvements. The following components provide the Board with a recommended consolidated master budget and schedule for the Master Construct and Implementation Program which merges and integrates the Measure “R” and Measure “D” bond programs and proposed projects. It is recommended that the Board adopt the proposed adjustments as provided for the next six-month period proceed with the Program’s implementation.

## 5.1 PROPOSED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 10 below presents the proposed combined Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to include approximately \$440.4 million from a combination of local and State resources. Each phase continues to carry a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be need to accommodate local program requirements.

Initial estimates generated have been reviewed and adjustments made based on further review of project scope and required construction costs encountered as part of the Measure “R” Implementation Program and anticipated Master Construct projects. The estimated project costs for future new schools have also been updated based on recent cost information received for the Elm Elementary School project. Recent trends have shown a significant construction cost increase of approximately 10% escalation in the past 6-9 months across California due steady increase in volume of work, the labor market not growing as fast, and construction firms/suppliers working to increase margins instead of increasing volume (reverse from the early 2000’s). In addition, many small firms are getting bought out by larger firms which limits competition.

The total estimated budget for proposed improvements includes approximately \$440.4 million in estimated uses and program reserves.

**Table 10: Proposed Master Construct & Implementation Program Budget**

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,390,000	\$ 18,390,000	\$ -	\$ -	\$ -
Series B	\$ 25,500,000	\$ 25,500,000	\$ -	\$ -	\$ -
Series C	\$ 15,750,000	\$ 15,750,000	\$ -	\$ -	\$ -
Series D	\$ 30,360,000	\$ 30,360,000	\$ -	\$ -	\$ -
<b>Total Measure "R" Bonds</b>	<b>\$ 90,000,000</b>				
Master Construct Authorization					
Series A	\$ 81,000,000	\$ -	\$ 81,000,000	\$ -	\$ -
Series B	\$ 23,700,000	\$ -	\$ 23,700,000	\$ -	\$ -
Series C	\$ 15,100,000	\$ -	\$ -	\$ 15,100,000	\$ -
Series D	\$ 22,700,000	\$ -	\$ -	\$ -	\$ 22,700,000
<b>Total Master Construct Bonds</b>	<b>\$ 142,500,000</b>				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements	\$ 119,990,435	\$ -	\$ 66,901,632	\$ 21,189,212	\$ 31,899,592
Est. Developer Fees	\$ 55,909,771	\$ 9,029,075	\$ 10,697,340	\$ 19,303,620	\$ 16,879,736
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 10,357,618	\$ 3,028,983	\$ 1,486,725	\$ 2,547,427	\$ 3,294,484
<b>Est. Total Sources</b>	<b>\$ 440,430,335</b>	<b>\$ 123,730,569</b>	<b>\$ 183,785,696</b>	<b>\$ 58,140,258</b>	<b>\$ 74,773,812</b>
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,735,282	\$ 7,735,282	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 660,000	\$ 660,000	\$ -	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 29,556,164	\$ -	\$ -
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 49,057,213	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 25,176,943	\$ 25,176,943	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 36,275,327	\$ 36,275,327	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 31,036,798	\$ -	\$ 31,036,798	\$ -	\$ -
Reconstruct Marina West K-5	\$ 31,031,934	\$ -	\$ -	\$ -	\$ 31,031,934
Reconstruct Rose K-5	\$ 30,209,510	\$ -	\$ 5,739,807	\$ 24,469,703	\$ -
Reconstruct Sierra Linda K-5	\$ 30,403,941	\$ -	\$ -	\$ -	\$ 30,403,941
Marshall K-8 (CR)	\$ 8,097,558	\$ 8,097,558	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 8,057,505	\$ 409,771	\$ -	\$ -	\$ 7,647,733
Chavez K-8 (SL/MPR)	\$ 2,656,588	\$ 649,009	\$ -	\$ 2,007,579	\$ -
Curren K-8 (SL/MPR)	\$ 5,179,830	\$ 598,330	\$ -	\$ 4,581,500	\$ -
Kamala K-8 (SL/MPR)	\$ 2,703,662	\$ 619,123	\$ -	\$ 2,084,539	\$ -
McAuliffe ES (K/MPR/Admin)	\$ 2,067,877	\$ 336,509	\$ -	\$ 1,731,368	\$ -
Brekke ES (K/MPR/Admin)	\$ 1,433,020	\$ 276,090	\$ -	\$ 1,156,930	\$ -
Ritchen ES (K/MPR/Admin)	\$ 4,359,590	\$ 631,837	\$ -	\$ 3,727,753	\$ -
Ramona ES (MPR/Admin)	\$ 2,047,625	\$ -	\$ -	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ 206,851	\$ 206,851	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,404,741	\$ 1,847,306	\$ 5,557,436	\$ -	\$ -
Haydock MS (SL/Gym)	\$ 2,566,467	\$ 1,066,467	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington CDC	\$ 1,083,351	\$ 1,083,351	\$ -	\$ -	\$ -
Lemonwood CDC	\$ 860,386	\$ 860,386	\$ -	\$ -	\$ -
Technology	\$ 26,216,175	\$ 11,216,175	\$ 9,000,000	\$ 6,000,000	\$ -
<b>Subtotal</b>	<b>\$ 398,674,504</b>	<b>\$ 121,768,048</b>	<b>\$ 158,515,849</b>	<b>\$ 49,306,997</b>	<b>\$ 69,083,609</b>
Program Reserve	\$ 41,755,831	\$ 1,962,520	\$ 25,269,846	\$ 8,833,261	\$ 5,690,203
<b>Est. Total Uses</b>	<b>\$ 440,430,335</b>	<b>\$ 123,730,569</b>	<b>\$ 183,785,696</b>	<b>\$ 58,140,258</b>	<b>\$ 74,773,812</b>
Est. Ending Fund Balance	\$ (0)				
<b>Total Combined Master Budget</b>	<b>\$ 440,430,335</b>				

\*Includes New Special Day Classroom

\*\*Assumes that only reimbursements for Lemonwood, Harrington, and Land Acquisition are received in Phase 2

\*\*\*Assumes State Aid financial hardship during Phase 4

## 5.2 PHASE I MASTER BUDGET AND SCHEDULE

Table 11 provides the total estimated cost for Phase I of approximately \$123.7 million. Phase I consists of the Measure "R" projects currently underway, including the construction of Harrington, Elm, Lemonwood and Marshall and all projects that have already been completed, including the acquisition of the Seabridge site and implementation of Project 1.

**Table 11: Proposed Phase I Master Budget and Schedule (FY 2013-17)**

Project	Schedule June 2016	Schedule Dec 2016	Estimated Budget	Variance
<b>Measure "R" Improvements</b>				
Acquire New Sites				
Elementary School	2013	2013	\$7,735,282	\$100,000
K-5 / Middle School	2014/16	2014/16	\$660,000	\$0
Subtotal			\$8,395,282	\$100,000
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$250,000
Lemonwood K-8	2014/18	2014/18	\$36,275,327	\$0
Elm Elem. K-5	2014/16	2014/16	\$25,176,943	\$4,100,000
Subtotal			\$85,299,001	\$4,350,000
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14		
Ritchen			\$631,837 **	\$0
Brekke			\$276,090	\$4,968
McAuliffe			\$336,509	\$0
Driffill			\$409,771	(\$2,068,061)
Subtotal			\$1,654,208	(\$2,063,092)
Design & Construct Science Labs	2013/14	2013/14		
Chavez Science Labs K-8			\$649,009	\$16,760
Curren Science Labs K-8			\$598,330	\$14,703
Kamala Science Labs K-8			\$619,123	\$16,615
Haydock Science Labs 6-8 & Utility Upgrades			\$1,066,467	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,847,306	\$24,687
Subtotal			\$4,780,235	\$72,766
Project 1 Adjustment			\$206,851	(\$77,734)
Childhood Development Center Improvements				
Harrington	2015	2015	\$1,083,351	\$0
Lemonwood	2016	2016	\$860,386	\$0
Subtotal			\$1,943,737	\$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$8,097,558	\$0
Planning for K-8 MPRs	2016	2016	\$175,000	\$0
Technology	2013/15	2013/15	\$11,216,175	\$15,000
Measure "R" Improvements Subtotal			\$121,768,048	\$15,000
Measure "R" Program Reserve			\$1,962,520	(\$1,960,625)
Measure "R" Improvements Total			\$123,730,569	\$436,315
<b>Measure "D" Improvements</b>				
Measure "D" Improvements Subtotal			\$0	\$0
Measure "D" Improvements Program Reserve			\$0	\$0
Measure "D" Improvements Total			\$0	\$0
<b>Combined Total of Master Construct &amp; Implementation Program</b>			<b>\$123,730,569</b>	<b>\$436,315</b>

\*Current dollars

\*\*Includes New Special Day Classroom

Major adjustments to the Phase I budget are centered on additional costs associated with the Harrington fencing and close-out, and Elm new school GMP costs. Approximately \$250,000 in additional budget is

estimated to be required to complete all final project expenditure commitments and the fencing project at Harrington. Negotiations to develop a Guaranteed Maximum Price (GMP) are currently underway for Elm and based on recent cost proposals received, approximately \$4.1 million is estimated to be required to accommodate increased construction costs since the project was originally contemplated in 2012. Other adjustments recommended to accommodate expenditures include a \$100,000 increase to accommodate associated planning costs at Seabridge, and minor adjustments to existing projects. Approximately \$1.9 million in program reserve is estimated to complete Phase I.

### 5.3 PHASE II MASTER BUDGET AND SCHEDULE

As shown in Table 12, Phase II continues the Measure “R” program and commences improvements identified in the Master Construct program for a total combined amount of approximately \$183.7 million.

Phase II is highly dependent on the receipt of State aid reimbursements from Phase 1 improvements, net developer fee collections, and new Measure “D” bond sales for full program implementation. Projects include the construction of a gym at Fremont middle school and ongoing upgrades to the technology program to maintain 21st Century Facilities standards and connectivity. Phase II also launches the Measure “D” projects with the proposed reconstruction of McKinna and Rose into 750 student capacity K-5 elementary schools, the construction of the new Seabridge K-5, and construction of the Doris/Patterson K-5 and 6-8 schools. Schedule adjustments accelerate the start of McKinna, Rose, and Seabridge and reset the design and construction of Doris/Patterson to accommodate the extended LAFCO process.

**Table 12: Proposed Phase II Master Budget and Schedule (FY 2017-20)**

Project	Schedule June 2016	Schedule Dec 2016	Estimated Budget
<b>Measure "R" Improvements</b>			
Construct Gym & Modernize MPR Fremont	2018	2018	\$5,557,436
Subtotal			\$5,557,436
Technology	2020	2020	\$9,000,000
Measure "R" Improvements Subtotal			\$14,557,436
Measure "R" Program Reserve			\$1,455,744
Measure "R" Improvements Total			\$16,013,179
<b>Measure "D" Improvements</b>			
Construct New School Sites: Master Construct			
Dorris Patterson K-5	2018	2018	\$29,556,164
Dorris Patterson 6-8	2017	<b>2018/2021</b>	\$49,057,213
Seabridge K-5	2018/19	<b>2017</b>	\$28,568,432
Reconstruct School Sites: Master Construct			
Rose K-5 (Planning, Design, DSA Approval)	2021	<b>2017/2021</b>	\$5,739,807
McKinna K-5	2018	<b>2017</b>	\$31,036,798
Subtotal			\$143,958,414
Measure "D" Improvements Subtotal			\$143,958,414
Measure "D" Improvements Program Reserve			\$23,814,103
Measure "D" Improvements Total			\$167,772,516
<b>Combined Total of Master Construct &amp; Implementation Program</b>			<b>\$183,785,696</b>

\*Current dollars



5.4 PHASE III MASTER BUDGET AND SCHEDULE

Table 13 provides a summary of the proposed Phase III budget and schedule totaling approximately \$58.5 million. The Measure “R” program is estimated to be completed in Phase III with additional MPR improvements for remaining K-5 and K-8 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock. An allowance is also provided for continued technology implementation. Support facility improvements at Brekke, McAuliffe, Ramona, and Ritche, as well as completing the construction for Rose K-5 is also included. Once again, Phase 3 project implementation remains dependent on State aid reimbursements from prior phases, ongoing net developer fees, and Measure “D” bond sales.

**Table 13: Proposed Phase III Master Budget and Schedule (FY 2021-25)**

Project	Schedule June 2016	Schedule Dec 2016	Estimated Budget
<b>Measure "R" Improvements</b>			
Modernize K-5 Multipurpose Rooms			
Brekke	2023	2023	\$697,557
McAuliffe	2023	2023	\$1,440,725
Ramona	2023	2023	\$1,755,474
Ritchen	2023	2023	\$3,269,888
Subtotal			\$7,163,644
Modernize K-8 Multipurpose Rooms			
Chavez	2020	2021	\$2,007,579
Curren	2020	2023	\$4,581,500
Kamala	2020	2021	\$2,084,539
Subtotal			\$8,673,618
Construct Gym & Modernize MPR			
Haydock	2020	2023	\$1,500,000
Subtotal			\$1,500,000
Technology	2025	2025	\$6,000,000
Measure "R" Improvements Subtotal			\$23,337,262
Measure "R" Program Reserve			\$2,333,726
Measure "R" Improvements Total			\$25,670,988
<b>Measure "D" Improvements</b>			
Construct New School Sites: Master Construct			
Rose K-5	2021	2017/2021	\$24,469,703
Subtotal			\$24,469,703
Construct Academic Program Space: Master Construct			
Brekke		2025	\$459,373
McAuliffe		2025	\$290,643
Ramona		2025	\$292,151
Ritchen		2025	\$457,865
Subtotal			\$1,500,032
Measure "D" Improvements Subtotal			\$25,969,735
Measure "D" Improvements Program Reserve			\$6,499,534
Measure "D" Improvements Total			\$32,469,270
<b>Combined Total of Master Construct &amp; Implementation Program</b>			<b>\$58,140,258</b>

\*Current dollars

## 5.5 PHASE IV MASTER BUDGET AND SCHEDULE

As summarized in Table 14, Phase IV completes the Master Construct and Facilities Implementation Program totaling approximately \$74.7 million. A financial hardship State Aid approach is proposed to be used to reconstruct Marina West and Sierra Linda K-5 schools. Multipurpose room improvements are also planned at Driffill at this time to accommodate the opportunity to further consider the reconfiguration of the Driffill site as contemplated in the adopted Master Construct Program.

**Table 14: Proposed Phase IV Master Budget and Schedule (FY 2026-29)**

Project	Schedule June 2016	Schedule Dec 2016	Estimated Budget
<b>Measure "R" Improvements</b>			
Measure "R" Improvements Subtotal			\$0
Measure "R" Program Reserve			\$0
Measure "R" Improvements Total			\$0
<b>Measure "D" Improvements</b>			
Design & Reconstruct School Sites: Master Construct			
Marina West K-5		<b>2027/2029</b>	\$31,031,934
Sierra Linda K-5		<b>2027/2029</b>	\$30,403,941
Subtotal			\$61,435,876
Modernize K-8 Multipurpose Room			
Driffill	2020	<b>2026</b>	\$7,647,733
Subtotal			\$7,647,733
Measure "D" Improvements Subtotal			\$69,083,609
Measure "D" Improvements Program Reserve			<b>5,690,203</b>
Measure "D" Improvements Total			\$74,773,812
<b>Combined Total of Master Construct &amp; Implementation Program</b>			<b>\$74,773,812</b>

\*Current dollars

## 5.6 MASTER SCHEDULE

The following summary schedule provides an overview of the proposed phasing strategy of an integrated Measure "R" and Measure "D" program. Table 15 illustrates the proposed phasing as discussed in the above sections. The integrated program will focus on the continued reconstruction of existing schools, the construction of new school sites, and improvements to multipurpose rooms support facilities to support the District's educational program.

Table 15: Summary Schedule

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
	<b>Fiscal Year</b>															
<b>Reconstruct:</b>																
Harrington	<i>Complete</i>															
Harrington Child Dev. Center																
Lemonwood																
Lemonwood Child Dev. Center																
Elm																
McKinna																
Rose																
Marina West																
Sierra Linda																
<b>Construct:</b>																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
<b>Multipurpose Rooms:</b>																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																
Ritchen																
McAuliffe																
<b>Additional Support Spaces:</b>																
Ramona																
Brekke																
Ritchen																
McAuliffe																

Based on the identified phasing plan, Table 16 provides a summary of projects under management, that are currently underway and are to be implemented totaling approximately \$171.9 million.

**Table 16: Projects Under Management**

<b>Project Name</b>	<b>Start Date</b>	<b>End Date</b>	<b>Master Budget (Current Dollars)</b>
<b>Reconstruct:</b>			
Harrington Child Development Center	Nov-2014	Dec-2018	\$1,083,351
Lemonwood K-8	Feb-2013	May-2018	\$36,275,327
Lemonwood Child Development Center	Nov-2014	Dec-2018	\$860,386
Elm K-5	Jul-2013	Jun-2018	\$25,176,943
<b>Construct:</b>			
Marshall 6-8 Classroom Building	Dec-2014	Jan-2018	\$8,097,558
Seabridge K-5	Jan-2017	Jun-2019	\$30,403,941
McKinna K-5	Jan-2017	Jun-2019	\$31,036,798
Rose K-5	Jan-2017	Jan-2022	\$30,209,510
<b>Planning/Land Acquisition:</b>			
Doris/Patterson LAFCO Planning	Jul-2015	Dec-2017	\$660,000
Doris/Patterson Acquire Land*	Feb-2016	Jun-2017	\$7,920,000
Chavez, Curren, Kamala, Driffill MPR Planning	Jul-2015	Jun-2019	\$175,000
<b>Total</b>			<b>\$171,898,815</b>

*\*Funded out of District's 2016 COP issuance*

# RECOMMENDATIONS

## 6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this December 2016 report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt the December 2016 Semi-Annual Master Implementation Program Update as an adjustment to the Program.
- Establish a date at its regularly scheduled June 2017 meeting to consider the next six-month update.

# EXHIBIT A

## PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
3-Aug-16	C-5	Rejection of Proposals Received for Lease Leaseback Preconstruction and Construction Services related to the New 12 Classroom Building Project at Thurgood Marshall School	Rejection of Proposals Received, allowing for a second Request for Proposal Process	Approved
3-Aug-16	D-1	Approval of WAL #006 with ATC Group Services LLC for preparation of a Soil Management Plan for the Lemonwood School Reconstruction Project	Request the Board of Trustees approve WAL #006 with ATC Group Services LLC, for the preparation of a Soil Management Plan as required by the Department of Toxic Substance Control ("DTSC") for the Lemonwood School Reconstruction	Approved
3-Aug-16	D-2	Ratification of Amendment #003 to Agreement #12-240 with Dougherty + Dougherty Architects to Provide Additional Architectural Services for the Harrington E. S. Reconstruction Project	Request the Board of Trustees ratify Amendment #003 for Additional Architectural Services as Requested from District Administration for the Harrington E. S. Reconstruction Project.	Approved
3-Aug-16	D-4	Approval of Resolution #16-05 Approving Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program Related to the New 12 Classroom Building Project at Thurgood Marshall Elementary School.	Request for the Board of Trustees to Approve Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Marshall New Classroom Building Project as required for compliance with the California Environmental Quality Act ("CEQA")	Approved
3-Aug-16	D-5	Adoption of Resolution #16-06 - A Resolution of the Board of Trustees Authorizing the Sale and Issuance of Not to Exceed \$18,000,000.00 Aggregate Principal Amount of Oxnard General Obligation Refunding Bonds, Series 2016.	Request for Board of Trustees Approval for issuance of Not to Exceed \$18 Mil Aggregate Principal of General Obligation Refunding Bonds	Approved
24-Aug-16	C-3	Ratification of Supplemental Work Authorization Letter #001-S for Geotechnical Services for Elm Elementary School Project	Request for Board of Trustees Ratification of Supplemental Work Authorization Letter to Earth Systems to Provide additional information to the Division of the State Architect ("DSA") Beyond the Original Scope of Services	Approved
24-Aug-16	C-5	Approval of Notice of Completion, Harrington School Reconstruction Project, Bid #14-21	Request to the Board of Trustees to approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #14-21, Harrington School Reconstruction Project with Bernards Brothers Inc.	Approved
24-Aug-16	C-8	Approval and Adoption of the July 2016 Semi-Annual Implementation Program Update as an Adjustment to the Facilities Implementation Program	Requesting that the Board of Trustees accept and adopt the July 2016 Semi-Annual Implementation Program Update.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
24-Aug-16	D-2	Review and Approval of the Preliminary Official Statement for the General Obligation Refunding Bonds, Series 2016 and Resolution #16-07	Request for the Board of Trustees approval of the Preliminary Official Statement and Resolution #16-07 that will allow for the execution of the 2016 Refunding Bonds.	Approved
24-Aug-16	D-4	Approval of Form and Authorize Superintendent to Negotiate Terms of Land Use Covenant (LUC) with the Department of Toxic Substances Control for the Lemonwood Site	A Request that the Board of Trustees approve the form of the Land Use Covenant (LUC) as attached and authorize the Superintendent to negotiate the final terms of LUC with the Department of Toxic Substances Control for the Lemonwood Site. No identified fiscal impact at this time. The LUC will require that the District or any future owners of the property pay the DTSC's cost to administer the LUC.	Approved
7-Sep-16	C-2	Authorize Superintendent to Accept A Soil Management Plan for the Lemonwood Elementary School Site as Approved by the DTSC	Requesting that the Board of Trustees authorize the Superintendent to accept the final Soil Management Plan for the Lemonwood Elementary School Site as approved by the DTSC.	Approved
21-Sep-16	C-3	Approval of Prequalified Firms for CEQA/DTSC Compliance Services	A Request that the Board of Trustees approve 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	Approved
5-Oct-16	C-4	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	A request that the Board of Trustees approve 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.	Approved
5-Oct-16	C-5	Ratification of WAL #002 with Rincon Consultants Inc., For Soil Investigation Services for The Elm Reconstruction Project	A Request that the Board of Trustees ratify 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.	Approved
5-Oct-16	C-6	Ratification of WAL #007 with ATC Group Services LLC For Emergency Pipeline Testing for The Lemonwood Reconstruction Project	A request for the Board of Trustees to ratify 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.	Approved
19-Oct-16	C-2	Ratification of Amendment #004 to Agreement #12-240 with Dougherty + Dougherty Architects to provide additional Architectural Services for the Harrington School Fence Project 2016	Request to the Board for Ratification of 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	Approved
19-Oct-16	C-6	Award of Formal Bid #16-01 and Approval of Agreement #16-140 for Harrington School Fence Project 2016	A Request 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.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
19-Oct-16	C-7	Consideration and Approval of Work Authorization Letter #3 for DSA Special Inspection and Testing Services for Harrington School Fencing Project 2016	A Request 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.	Approved
19-Oct-16	C-8	Consideration and Approval of Work Authorization Letter #5 for DSA Inspector of Record Services for Harrington School Fencing Project 2016	A Request 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	Approved
19-Oct-16	C-9	Ratification of Change Order #001 to Agreement #15-198 with Swinerton Builders for Lemonwood K-8 Reconstruction Project	A Request 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 a change to the start date of the project construction activities at no additional cost to the District	Approved
2-Nov-16	C-10	Consideration and Approval of No-Cost Change Order #001 to Agreement #16-140 With Fence Factory for the Harrington School Fence Project 2016	Request to the Board of Trustees to approve No Cost Change Order #001 to Agreement #16-140 with Fence Factory for the Harrington School Fence Project 2016.	Approved



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 1/18/17

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

**Approval of Overnight Field Trip and Agreement #16-210 – NatureBridge- Lemonwood School (Freeman/Wennes)**

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Approval is requested for participation of 5<sup>th</sup> and 6<sup>th</sup> grade students from Lemonwood School in an instructional program of Outdoor Environmental Science Education, March 27-29, 2017, at NatureBridge located in the Santa Monica Mountains. NatureBridge works with a group of highly trained and experienced local naturalists and challenge course facilitators to offer top-notch outdoor education programs for schools and youth groups which can be tailored to meet the 5<sup>th</sup> and 6<sup>th</sup> grade Science curriculum. The science programs are facilitated by an experienced, professional faculty. Each instructor is also trained as a Wilderness First Responder. Small group instruction encourages an understanding of the basic principles of ecology through intimate association with the natural environment. The goal of any NatureBridge program is to broaden the student's awareness of the natural world and his/her relationship to it. Students will experience learning opportunities such as team building activities, focus on group dynamics, and the individual's role in the group. Students also learn a variety of skills as it pertains to the science curriculum, and will be hiking during the day.

**FISCAL IMPACT:**

There is no impact to the General Fund. The total including insurance and round-trip bus transportation is not to exceed \$9,000.00. Costs will be paid from the Donation – Science Camp Fund.

**RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #16-210 with NatureBridge, at no cost to the district.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #16-210, NatureBridge (2 Pages)



## NATUREBRIDGE AGREEMENT FOR FIELD SCIENCE PROGRAMS

### Lemonwood Elementary

**Parties:** NatureBridge agrees to provide services to the Field Science Group ("Group") identified below, subject to the terms and conditions of this Agreement. For purposes of this Agreement, the term "Group" means and includes the Group, its officers, directors, employees and agents, as well as all affiliated students, participants, teachers, chaperones, and other individuals who participate in any way in any NatureBridge Program ("Program"), and the term "NatureBridge" means and includes Golden Gate, Yosemite, Olympic, Southern California, Prince William Forest campuses and each of their respective officers, directors, agents and employees.

**Deposit Policy:** A booking deposit of 25% based on all costs for the estimated number of participants must be remitted to NatureBridge by the date noted on the attached invoice. All deposits held by NatureBridge are non-refundable and are not transferable to other program dates.

**Group Reservation Guarantee:** Upon receipt of the 25% deposit and the signed Agreement, NatureBridge will confirm the reservation.

#### Changes in Group Reservation:

- Because the Group's confirmed reservation creates a series of commitments which NatureBridge must make (e.g., turning away other groups, scheduling educators, etc), NatureBridge must have a reconfirmation of group size 90 days prior to the Group's scheduled arrival.
- The Group may decrease its size by up to 5% of the total group number within 90 days of its scheduled arrival without charge.
- A decrease, within 90 days prior to the Group's scheduled arrival, of more than 5% of the total group number will result in a forfeit charge for each participant above the 5% at the full youth rate.
- Participant numbers may not increase without prior written approval from NatureBridge.
- If the Group cancels within 90 days prior to the first day of the program, the cancellation fee is the full tuition amount, and must be paid within 5 days of the cancellation.
- The Group will pay for a minimum of 12 participants even if the Group numbers decrease below that amount.

**Final Payment:** Payment in full is due thirty (30) days prior to the program start date.

**Scholarship Fee:** A \$2.00 per participant scholarship fee is assessed for all Field Science groups. This fee is directly applied to the NatureBridge scholarship fund.

**NatureBridge Facilities and Equipment:** The Group agrees that it shall be solely responsible for any damages to NatureBridge facilities and equipment caused by the act or omission of the Group or any of its members.

**Theft & Loss:** NatureBridge assumes no responsibility or liability for the loss or theft of personal property belonging to the Group.

**Alcohol:** The Group agrees that it will not provide alcohol to any chaperones while the chaperones are engaged in supervising minors during the Program, and all chaperones agree that they shall not consume alcohol while supervising minors.

**Supervision:** The Group agrees that it will provide at least one adult chaperone per learning group and a sufficient number of chaperones to provide adequate supervision of the participants during all portions of the Program when NatureBridge staff are not present. The Group agrees that it alone is responsible for the supervision and safety of participants during those periods of time when NatureBridge educational staff are not present. NatureBridge agrees it is responsible for the safety of participants while NatureBridge staff are leading the Group.

**Insurance:** The Group agrees that it is self-insured and/or maintains insurance, with limits of not less than \$1,000,000.00, for the activity covered by this Agreement.

**Indemnity:** The Group agrees to defend, indemnify, save and hold harmless NatureBridge from any and all claims, losses, damages, liability or injury caused by, arising out of, or in any way connected with, any negligent or wrongful act or omission on the part of the Group or any of its members.

Except as otherwise expressly provided in this Agreement, NatureBridge agrees to defend, indemnify, save and hold harmless the Group from any and all claims, losses, damages, liability or injury caused by, arising out of, or in any way connected with, any wrongful or negligent act or omission on the part of NatureBridge.

**Non-Discrimination:** NatureBridge and its contractors and/or subcontractors will not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition or sexual orientation.

**Privacy policy:** NatureBridge respects the privacy of the information provided by our clients and customers. NatureBridge will never sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes. Participants can opt out of receiving this information at any time.

**California and Washington Law/Severability:** This Agreement is entered into and governed by the laws of the State of California for California programming and the State of Washington for Washington programming. Any provision determined to be void or illegal for any reason shall be deemed severable, and all other provisions of this Agreement shall remain in full force and effect.

**Mediation/Arbitration:**

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES WITH REGARD TO THE TERMS OF THIS AGREEMENT, THE PARTIES AGREE FIRST TO SUBMIT SUCH DISPUTE TO MEDIATION, IN SAN FRANCISCO, CA FOR CALIFORNIA PROGRAMMING, AND SEATTLE, WA FOR WASHINGTON PROGRAMMING, IN A GOOD FAITH ATTEMPT TO RESOLVE SUCH DISPUTE INFORMALLY. SHOULD MEDIATION NOT RESOLVE THE DISPUTE, THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION IN SAN FRANCISCO, CA FOR CALIFORNIA PROGRAMMING AND SEATTLE, WA FOR WASHINGTON PROGRAMMING, BEFORE THE AMERICAN ARBITRATION ASSOCIATION, PURSUANT TO THE RULES GOVERNING COMMERCIAL DISPUTES. ANY AWARD RENDERED THEREIN SHALL BE FINAL AND BINDING UPON EACH OF THE PARTIES. INITIALLY, THE COSTS AND EXPENSES OF THE ARBITRATION PROCEEDING, INCLUDING BUT NOT LIMITED TO THE ARBITRATOR'S FEES AND ANY EXPENSES RELATED TO THE FACILITIES IN WHICH THE ARBITRATION IS CONDUCTED, SHALL BE SHARED EQUALLY BETWEEN THE PARTIES TO THE ARBITRATION. EACH OF THE PARTIES SHALL BEAR ITS OWN ATTORNEYS' FEES AND EXPENSES. PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL, IF HE OR SHE DETERMINES THAT THERE IS A PREVAILING PARTY, INCLUDE AN AWARD FOR ATTORNEYS' FEES AND COSTS TO SAID PREVAILING PARTY. FOR PURPOSES OF THIS PARAGRAPH, THE COSTS TO BE AWARDED TO THE PREVAILING PARTY SHALL INCLUDE THE COSTS, EXPENSES AND FEES RELATED TO THE ARBITRATOR AND THE FACILITIES.

**Complete Agreement:** It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

**Authority:** Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms.

**Acknowledgement of Receipt:** Group acknowledges receipt of, and agrees to familiarize itself with the content of the group coordinator manual either in its written format or online on the NatureBridge website.

Dated: October 1, 2016

By NatureBridge: *Karen Oxider*  
Authorized Representative

For internal reporting only:  
Group Name: **Lemonwood Elementary**  
Invoice #: 1705-000090  
Campus: Southern  
California  
Dates: 03/27/2017-03/29/2017

Dated: \_\_\_\_\_

By Group: \_\_\_\_\_  
Authorized Representative **Lisa A. Franz**  
**Director, Purchasing**

Updated: October 1, 2016

Lemonwood Elementary 1705-000090

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Morales/Lisa Cline

Date of Meeting: 1/18/17

- 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
  - X**   Facilities

**SECTION D: ACTION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**    1<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> Reading \_\_\_\_\_

**Authorize Superintendent to Make Certain Non-Substantive Changes to the Construction Services Agreement #16-199 and Sublease Agreement #16-201 between Bernards and the Oxnard School District for the Construction of the Elm K-5 School (Morales/Cline/CFW)**

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At the Special Board Meeting of Wednesday December 14, 2016, the Board of Trustees approved entering into agreements with Bernards for the construction of the Elm K-5 School to be delivered utilizing the Lease Lease-back methodology. The construction documents were prepared contemplating a 21-month construction schedule consisting of two phases: Phase 1 construction of the new campus, Phase 2 demolition of the existing campus buildings and completion of the new sports field and related hardscape improvements.

Certain elements of the Lease Lease-back documents require the above referenced Non-Substantive Changes for the purpose of heightened clarity of the Lease Leaseback Documents. No impact to budget or to schedule will result from the changes put forth as a part of this requested Authorization.

**FISCAL IMPACT**

No Impact.

## **RECOMMENDATION**

It is the recommendation of the Superintendent, and the Deputy Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees authorize the Superintendent to make certain changes to the construction documents including modifying the sublease payment amount and certain non-substantive changes to the construction documents.

## **ADDITIONAL MATERIAL(S):**

### **Attached:**

- Summary of non-substantive changes to the Lease Lease-Back Documents (2 Pages)
- #16-199 Construction Services Agreement (19 Pages)
- #16-199 Exhibit A, Scope of Work (14 Pages)
- #16-199 Exhibit B, GMP Proposal (75 Pages)
- #16-200 Site Lease Agreement (9 Pages)
- #16-200 Attachment A Site Plan (3 Pages)
- #16-201 Sub-Lease Agreement (13 Pages)

Summary of Non-Substantive Changes to Bernards Lease/Lease-back Documents for the  
Elm E.S. Reconstruction Project

At the Special Board Meeting of Wednesday December 14, 2016, the Board of Trustees approved the District to enter into agreements with Bernards for the Elm K-5 School Reconstruction Project. Those Documents include; Construction Services Agreement #16-199, Site Lease #16-200 and Sublease #16-201.

The Board of Trustees authorizes the District staff to make the following changes to the agreements before execution:

1. Construction Services Agreement #16-199, page 1, paragraphs 7 and 8 each reference Exhibit A. These references to Exhibit A shall be modified to read: Exhibits A and B.
2. Construction Services Agreement #16-199, page 2, SECTION 1. DEFINITIONS, Paragraphs A. Construction, and B. Construction Documents; each reference Exhibit A. These references to Exhibit A shall be modified to read: Exhibits A and B.
3. Construction Services Agreement #16-199, page 3, SECTION 1. DEFINITIONS, Paragraph E. Project, references Exhibit A. This reference to Exhibit A shall be modified to read: Exhibits A and B.
4. Construction Services Agreement #16-199, page 5, SECTION 5 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE the first paragraph references payment component number three, and reads: "(3) *Sublease Payments in the amount of \$97,312.00 per month for 12 months for a total value of One Million One Thousand Sixty-Five Three Hundred Forty-Four and No Cents (\$1,165,344.00)*". This paragraph of SECTION 5 is deleted and the following is inserted in its place:  
  
"(3) Sublease Payments in the amount of \$97,112.00 per month for 12 months for a total value of One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00)".
5. Construction Services Agreement #16-199, page 5, SECTION 5 ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE, the second paragraph references Exhibit A. This reference to Exhibit A shall be modified to read: Exhibits A and B.
6. Construction Services Agreement #16-199, page 16 SECTION 24. NOTICES. The first instruction after paragraph one (1) of SECTION 24 is for the direction of Notices to the Contractor, Bernards. The contact person identified is Mr. Tom Wertanen. Mr. Wertanen's name is to be removed and replaced with the name of Mr. Rick Fochtman as the contact person for Bernards.
7. Exhibit B, Bernards Guaranteed Maximum Price Proposal (dated December 7, 2016, and 74 pages) shall be attached to Construction Services Agreement #16-199, and become a part of the Construction Services Agreement.
8. Sublease #16-201, page 10 SECTION 25. NOTICES. The first instruction after paragraph one (1) of SECTION 25 is for the direction of Notices to the Contractor, Bernards. The contact person identified is Mr. Tom Wertanen. Mr. Wertanen's name is to be removed and replaced with the name of Mr. Rick Fochtman as the contact person for Bernards.

9. Sublease #16-201, EXHIBIT A, PAYMENT PROVISIONS: Paragraph three of Exhibit A reads: "*The District shall pay Contractor Sublease Payments in the amount of \$97,712.00 per month including principal and interest at 4% per annum.* The amount of the Sublease Payments shall be revised to read: \$97,112.00.

**#16-199**

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14<sup>th</sup>) day of December, 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 Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Elm Street Elementary School, located at 450 East Elm Street, 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 **Exhibits A and B** 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 **Exhibits A and B** (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



## #16-199

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 **Exhibits A and B** 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 **Exhibits A and B** 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

## #16-199

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 **Exhibits A and B** 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.

## #16-199

- 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-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **One Million One Thousand Sixty-Five Three Hundred Forty-Four and No Cents (\$1,165,344.00)** and, (2) a Contractor Contingency in the amount of **Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00)**, and, (3) Sublease Payments in the amount of \$97,112.00 per month for **12** months, for a total lease value of **One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$1,165,344.00)** 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 **Exhibits A and B** 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.

## #16-199

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 and Allowances at Project completion to 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

## #16-199

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.

## #16-199

- 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

- 8 -

## #16-199

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 Payment and, if applicable, the Sublease Payments.



## #16-199

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

### **SECTION 11. NOT USED**

### **SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** 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

## #16-199

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

- 11 -

## #16-199

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**

## #16-199

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

- 13 -

## #16-199

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 Cal OSHA 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:

Bernards  
555 First Street  
San Fernando, CA 91340  
Attn: Rick Fochtman

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  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

## #16-199

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 (5<sup>th</sup>) 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

Bernards

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE DISTRICT

Oxnard School District,  
a California school district

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

December 14, 2016

#16-199

## EXHIBITS A and B

Scope of Work

- 19 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

December 14, 2016

**EXHIBIT A****Scope of Work**

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016

**PROJECT DESCRIPTION**

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project will be completed in two (2) Phases over a twenty-one (21) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Thirty-Eight (638) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

**GENERAL PLAN SHEETS****PLAN SHEET DATE**

GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016

**CIVIL PLAN SHEETS**

C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016

**ARCHITECTURE PLAN SHEETS**

A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016

**EXHIBIT A**

## Scope of Work

**ARCHITECTURE PLAN SHEETS, continued**

A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016

**EXHIBIT A**

## Scope of Work

**ARCHITECTURE PLAN SHEETS, continued**

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53.1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

**EXHIBIT A**

## Scope of Work

**ARCHITECTURE PLAN SHEETS, continued**

A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016

**STRUCTURAL PLAN SHEETS**

S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

**EXHIBIT A****Scope of Work****STRUCTURAL PLAN SHEETS, continued**

SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016

**PLUMBING PLAN SHEETS**

P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014

**FIRE SPRINKLER PLAN SHEETS**

FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016

**EXHIBIT A**

## Scope of Work

**FIRE SPRINKLER PLAN SHEETS, continued**

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

**MECHANICAL PLAN SHEETS**

M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014



**EXHIBIT A**

## Scope of Work

**MECHANICAL PLAN SHEETS, continued**

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

**ELECTRICAL PLAN SHEETS**

E-0.1	GENERAL NOTES AND ABBREVIATIONS	3/6/2015
E-0.2	ELECTRICAL SYMBOL LIST	3/6/2015
E-0.3	FIRE ALARM SYMBOL LIST	3/6/2015
E-0.4	CABLE SCHEDULE	3/6/2015
E-0.5	LIGHT FIXTURE SCHEDULE	3/6/2015
E-0.6	MECHANICAL SCHEDULE	3/6/2015
E-1.1	SITE UTILITY PLAN	3/6/2015
E-1.2	ELECTRICAL SITE PLAN	3/6/2015
E-1.3	SITE LIGHTING PLAN	3/6/2015
E-1.4	SITE LIGHTING CALC. PLAN	3/6/2015
E-1.6	SIGNAL SITE PLAN	3/6/2015
E1-2.1F	CLASSROOM FIRST FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.1L	CLASSROOM FIRST FLOOR LIGHTING PLAN	3/6/2015
E1-2.1LC	CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL	3/6/2015
E1-2.1LCE	CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.1P	CLASSROOM FIRST FLOOR POWER PLAN	3/6/2015
E1-2.1S	CLASSROOM FIRST FLOOR SIGNAL PLAN	3/6/2015
E1-2.2F	CLASSROOM SECOND FLOOR FIRE ALARM PLAN	3/6/2015
E1-2.2L	CLASSROOM SECOND FLOOR LIGHTING PLAN	3/6/2015
E1-2.2LC	CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL	3/6/2015
E1-2.2LCE	CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS	3/6/2015
E1-2.2P	CLASSROOM SECOND FLOOR POWER PLAN	3/6/2015
E1-2.2S	CLASSROOM SECOND FLOOR SIGNAL PLAN	3/6/2015
E1-3.1	CLASSROOM BUILDING ENLARGED PLAN	3/6/2015
E1-5.1	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.2	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-5.3	CLASSROOM PANEL SCHEDULE	3/6/2015
E1-6.1	CLASSROOM BLDG F.A. RISER	3/6/2015
E1-6.2	CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E1-8.1	CLASSROOM TITLE 24	3/6/2015
E1-8.2	CLASSROOM TITLE 24	3/6/2015
E1-8.3	CLASSROOM TITLE 24	3/6/2015
E2-2.1F	MULTI-PURPOSE FIRE ALARM PLAN	3/6/2015
E2-2.1L	MULTI-PURPOSE LIGHTING PLAN	3/6/2015
E2-2.1LC	MULTI-PURPOSE LIGHTING CALC NORMAL	3/6/2015
E2-2.1LCE	MULTI-PURPOSE LIGHTING PLAN EGRESS	3/6/2015
E2-2.1P	MULTI-PURPOSE POWER PLAN	3/6/2015
E2-2.1S	MULTI-PURPOSE SIGNAL PLAN	3/6/2015
E2-2.1T	MULTI-PURPOSE THEATRICAL LIGHTING PLAN	3/6/2015

**EXHIBIT A**

## Scope of Work

**ELECTRICAL PLAN SHEETS, continued**

E2-3.1	MULTI-PURPOSE ROOF POWER PLAN	3/6/2015
E2-4.1	MULTI-PURPOSE ENLARGED PLAN	3/6/2015
E2-5.1	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-5.2	MULTI-PURPOSE PANEL SCHEDULE	3/6/2015
E2-6.1	MULTI-PURPOSE F. A. RISER DIAGRAM	3/6/2015
E2-6.2	MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E2-8.1	MULTI-PURPOSE TITLE 24	3/6/2015
E2-8.2	MULTI-PURPOSE TITLE 24	3/6/2015
E3-2.1F	ADMINISTRATION FIRE ALARM PLAN	3/6/2015
E3-2.1L	ADMINISTRATION LIGHTING PLAN	3/6/2015
E3-2.1LC	ADMINISTRATION LIGHTING CALC NORMAL	3/6/2015
E3-2.1LCE	ADMINISTRATION LIGHTING CALC EGRESS	3/6/2015
E3-2.1P	ADMINISTRATION POWER PLAN	3/6/2015
E3-2.1S	ADMINISTRATION SIGNAL PLAN	3/6/2015
E3-2.2P	ADMINISTRATION ROOF POWER PLAN	3/6/2015
E3-3.1	ADMINISTRATION BUILDING ENLARGED PLAN	3/6/2015
E3-5.1	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-5.2	ADMINISTRATION PANEL SCHEDULE	3/6/2015
E3-6.1	ADMINISTRATION F. A. RISER DIAGRAM	3/6/2015
E3-6.2	ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E3-8.1	ADMINISTRATION TITLE 24	3/6/2015
E3-8.2	ADMINISTRATION TITLE 24	3/6/2015
E4-2.1F	KINDERGARTEN FIRE ALARM PLAN	3/6/2015
E4-2.1L	KINDERGARTEN LIGHTING PLAN	3/6/2015
E4-2.1LC	KINDERGARTEN LIGHTING CALC NORMAL	3/6/2015
E4-2.1LCE	KINDERGARTEN LIGHTING CALC EGRESS	3/6/2015
E4-2.1P	KINDERGARTEN POWER PLAN	3/6/2015
E4-2.1S	KINDERGARTEN SIGNAL PLAN	3/6/2015
E4-3.1	KINDERGARTEN ENLARGED PLAN	3/6/2015
E4-5.1	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-5.2	KINDERGARTEN PANEL SCHEDULE	3/6/2015
E4-6.1	KINDERGARTEN F. A. RISER DIAGRAM	3/6/2015
E4-6.2	KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS	3/6/2015
E4-8.1	KINDERGARTEN TITLE 24	3/6/2015
E4-8.2	KINDERGARTEN TITLE 24	3/6/2015
E-4.0	SINGLE LINE DIAGRAM	3/6/2015
E-6.0	ELECTRICAL BLOCK DIAGRAMS	3/6/2015
E-7.1	MOUNTING DETAILS	3/6/2015
E-7.2	MOUNTING DETAILS	3/6/2015
E-7.3	MOUNTING DETAILS	3/6/2015
E-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

**EXHIBIT A**

## Scope of Work

**ELECTRICAL PLAN SHEETS, continued**

E-7.6	MISC. DETAIL	3/6/2015
E-7.7	MISC. DETAIL	3/6/2015
E-7.8	FIRE ALARM DETAILS	3/6/2015
E-7.9	FIRE ALARM DETAILS	3/6/2015
E-7.10	SIGNAL DETAILS	3/6/2015
E-8.1	OUTDOOR LIGHTING TITLE 24	3/6/2015

**FOOD SERVICE PLAN SHEETS**

FS-001	SYMBOLS, NOTES & INDEX	6/8/2016
FS-101	EQUIPMENT FLOOR PLAN	6/8/2016
FS-201	EQUIPMENT SCHEDULE	6/8/2016
FS-301	PLUMBING PLAN	6/8/2016
FS-401	ELECTRICAL PLAN	6/8/2016
FS-501	REFRIGERATION & CONDUIT PLAN	6/8/2016
FS-502	REFRIGERATION DETAILS	6/8/2016
FS-503	WALK-IN DETAILS	6/8/2016
FS-601	BUILDING WORKS & EXHAUST PLAN	6/8/2016
FS-602	HOOD DETAILS	6/8/2016
FS-603	HOOD DETAILS	6/8/2016
FS-604	VEGETABLE WASHING SYSTEM	6/8/2016
FS-701	EQUIPMENT ELEVATIONS	6/8/2016
FS-801	CONSTRUCTION DETAILS & SECTIONS	6/8/2016

**THEATRICAL LIGHTING PLAN SHEETS**

TL2.1.1	STAGE LIGHTING PLAN	4/8/2016
TL2.1.2	STAGE LIGHTING RCP	4/8/2016
TL6.0.1	STAGE LIGHTING SECTION	4/8/2016
TL8.1.1	STAGE LIGHTING DETAILS	4/8/2016
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

**LANDSCAPE PLAN SHEETS**

L101	IRRIGATION PLAN	6/20/2016
L102	IRRIGATION PLAN	6/20/2016
L103	IRRIGATION LEGEND & NOTES	6/20/2016
L201	PLANTING PLAN	6/20/2016
L202	PLANTING PLAN	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016
L301	LANDSCAPE DETAILS	6/20/2016

**EXHIBIT A****Scope of Work**

Prepared by SVA Architects

**PROJECT SPECIFICATIONS****DIVISION 1 - GENERAL REQUIREMENTS**

00 00 02	TABLE OF CONTENTS	8/1/2016
00 07 00	GENERAL CONDITIONS	8/1/2016
01 11 00	SUMMARY OF WORK	8/1/2016
01 20 00	PRICE AND PAYMENT PROCEDURES	8/1/2016
01 30 00	ADMINISTRATIVE REQUIREMENTS	8/1/2016
01 31 00	PROJECT MANAGEMENT AND COORDINATION	8/1/2016
01 32 00	CONSTRUCTION SCHEDULE - NETWORK ANALYSIS	8/1/2016
01 33 00	SUBMITTAL PROCEDURES	8/1/2016
01 42 30	REFERENCE STANDARDS	8/1/2016
01 45 00	QUALITY CONTROL	8/1/2016
01 45 80	TESTING LABORATORY SERVICES	8/1/2016
01 50 00	TEMPORARY FACILITIES AND CONTROLS	8/1/2016
01 60 00	PRODUCT REQUIREMENTS	8/1/2016
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	8/1/2016
01 63 00	PRODUCT SUBSTITUTION PROCEDURES	8/1/2016
01 73 00	EXECUTION REQUIREMENTS	8/1/2016
01 73 20	CUTTING AND PATCHING	8/1/2016
01 77 00	CLOSEOUT PROCEDURES	8/1/2016

**DIVISION 2 - EXISTING CONDITIONS**

02 41 00	DEMOLITION	8/1/2016
02 43 00	STRUCTURE MOVING	8/1/2016

**DIVISION 3 - CONCRETE**

03 10 00	CONCRETE FORMWORK	8/1/2016
03 20 00	CONCRETE REINFORCEMENT	8/1/2016
03 30 00	CAST-IN -PLACE CONCRETE	8/1/2016

**DIVISION 4 - MASONRY**

04 22 00	CONCRETE MASONRY UNITS (CMU)	8/1/2016
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**DIVISION 5 - METAL WORK**

05 12 00	STRUCTURAL STEEL	8/1/2016
05 50 00	MISCELLANEOUS METAL FABRICATIONS	8/1/2016
05 51 00	METAL STAIRS	8/1/2016
05 52 13	PIPE AND TUBE RAILINGS	8/1/2016

**DIVISION 6 - WOOD AND PLASTIC**

06 10 00	ROUGH CARPENTRY	8/1/2016
06 18 00	GLUED-LAMINATED CONSTRUCTION	8/1/2016
06 18 10	STRUCTURAL COMPOSITE MEMBERS	8/1/2016
06 20 00	FINISH CARPENTRY	8/1/2016
06 41 00	ARCHITECTURAL WOOD CASEWORK	8/1/2016

**EXHIBIT A****Scope of Work**

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**PROJECT SPECIFICATIONS****DIVISION 6 - WOOD AND PLASTIC, continued**

06 50 00	OPEN WEB TRUSS	8/1/2016
06 60 00	RED-I JOIST	8/1/2016
06 70 00	REDLAM LVL	8/1/2016

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

07 14 00	FLUID-APPLIED WATERPROOFING	8/1/2016
07 16 16	CRYSTALLINE WATERPROOFING	8/1/2016
07 21 00	THERMAL INSULATION	8/1/2016
07 25 00	WEATHER BARRIERS	8/1/2016
07 28 00	BUILDING ENVELOPE UNDERLAYMENT	8/1/2016
07 31 10	ASPHALT SHINGLES	8/1/2016
07 54 23	THERMOPLASTIC-POLYOLEFIN ROOFING (TPO)	8/1/2016
07 62 00	SHEET METAL FLASHING AND TRIM	8/1/2016
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	8/1/2016
07 72 00	ROOF ACCESSORIES	8/1/2016
07 81 00	APPLIED FIREPROOFING	8/1/2016
07 84 00	FIRE STOPPING	8/1/2016
07 90 05	JOINT SEALERS	8/1/2016

**DIVISION 8 - DOORS AND WINDOWS**

08 11 13	HOLLOW METAL DOORS AND FRAMES	8/1/2016
08 14 16	FLUSH WOOD DOORS	8/1/2016
08 31 00	ACCESS DOORS AND PANELS	8/1/2016
08 43 13	ALUMINUM-FRAMED STOREFRONTS	8/1/2016
08 5 113	ALUMINUM WINDOWS	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 1	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 2	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 3	8/1/2016
08 71 00	DOOR HARDWARE – BUILDING 4	8/1/2016
08 80 00	GLAZING	8/1/2016

**DIVISION 9 - FINISHES**

09 05 61	COMMON WORK RESULTS FOR FLOORING PREPARATION	8/1/2016
09 21 16	GYPSUM BOARD ASSEMBLIES	8/1/2016
09 22 16	NON-STRUCTURAL METAL FRAMING	8/1/2016
09 22 36	METAL LATH	8/1/2016
09 24 00	PORTLAND CEMENT PLASTERING	8/1/2016
09 30 00	TILING	8/1/2016
09 51 00	ACOUSTICAL CEILINGS	8/1/2016
09 65 00	RESILIENT FLOORING	8/1/2016
09 65 66	RESILIENT ATHLETIC FLOORING	8/1/2016

**EXHIBIT A****Scope of Work**

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**PROJECT SPECIFICATIONS****DIVISION 9 - FINISHES, continued**

09 68 00	CARPET TILE	8/1/2016
09 77 33	FIBER REINFORCED PANELS	8/1/2016
09 84 00	ACOUSTIC ROOM COMPONENTS	8/1/2016
09 84 13	FIXED SOUND-ABSORPTIVE PANELS	8/1/2016
09 90 00	PAINTING AND COATING	8/1/2016
09 93 00	CONCRETE STAINING	8/1/2016

**DIVISION 10 - SPECIALTIES**

10 11 01	VISUAL DISPLAY BOARDS	8/1/2016
10 14 00	SIGNAGE	8/1/2016
10 21 13	PLASTIC TOILET COMPARTMENTS	8/1/2016
10 22 29	FULL HEIGHT GLAZED PARTITION SYSTEM	8/1/2016
10 28 00	TOILET ACCESSORIES	8/1/2016
10 44 00	FIRE PROTECTION SPECIALTIES	8/1/2016
10 51 00	LOCKERS	8/1/2016
10 71 13	FIXED SUN SCREENS	8/1/2016
10 75 00	FLAGPOLES	8/1/2016

**DIVISION 11 - EQUIPMENT**

11 40 00	FOOD SERVICE EQUIPMENT	8/1/2016
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**DIVISION 12 - FURNISHING**

12 21 13	HORIZONTAL LOUVER BLINDS	8/1/2016
12 36 00	COUNTERTOPS	8/1/2016
12 48 13	ENTRANCE FLOOR MATS AND FRAMES	8/1/2016
12 68 23	FOLDING CAFETERIA TABLES	8/1/2016

**DIVISION 13 - SPECIAL CONSTRUCTION**

13 00 00	NOT USED -	N/A
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**DIVISION 14 - CONVEYING EQUIPMENT**

14 20 10	PASSENGER ELEVATORS	8/1/2016
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**DIVISION 21 - FIRE SUPPRESSION**

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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**DIVISION 22 - PLUMBING**

22 05 00	COMMON WORK RESULTS FOR PLUMBING	8/1/2016
22 05 13	BASIC PLUMBING MATERIALS AND METHODS	8/1/2016
22 05 53	PLUMBING IDENTIFICATION	8/1/2016
22 07 00	PLUMBING INSULATION	8/1/2016
22 10 00	PLUMBING	8/1/2016

## EXHIBIT A

### Scope of Work

Prepared by SVA Architects

#### PROJECT SPECIFICATIONS

##### **DIVISION 23 - MECHANICAL**

23 05 00	COMMON WORK RESULTS FOR HVAC	8/1/2016
23 05 13	BASIC HVAC MATERIALS AND METHODS	8/1/2016
23 05 48	HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS	8/1/2016
23 05 53	HVAC IDENTIFICATION	8/1/2016
23 07 00	HVAC INSULATION	8/1/2016
23 08 00	HVAC SYSTEMS COMMISSIONING	8/1/2016
23 08 13	ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING	8/1/2016
23 09 23	ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS	8/1/2016
23 30 00	AIR DISTRIBUTION	8/1/2016
23 33 19	DUCT SILENCERS	8/1/2016
23 38 13	KITCHEN VENTILATION SYSTEM	8/1/2016
23 80 00	HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT	8/1/2016

##### **DIVISION 26 - ELECTRICAL**

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL	8/1/2016
26 05 13	BASIC ELECTRICAL MATERIALS AND METHODS	8/1/2016
26 05 19	LOW VOLTAGE WIRES	8/1/2016
26 05 26	GROUNDING BONDING	8/1/2016
26 05 33	RACEWAYS, BOXES, FITTINGS, AND SUPPORTS	8/1/2016
26 08 00	ELECTRICAL SYSTEMS COMMISSIONING	8/1/2016
26 09 23	LIGHTING CONTROL SYSTEMS	8/1/2016
26 10 00	SERVICE ENTRANCE	8/1/2016
26 22 00	LOW-VOLTAGE TRANSFORMERS	8/1/2016
26 24 13	SWITCHBOARDS	8/1/2016
26 24 16	PANELBOARDS AND SIGNAL TERMINAL CABINETS	8/1/2016
26 50 00	LIGHTING	8/1/2016
26 52 00	EMERGENCY POWER	8/1/2016
26 55 61	THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT	8/1/2016

##### **DIVISION 27 - COMMUNICATIONS**

27 05 36	CABLE TRAYS FOR COMMUNICATIONS	8/1/2016
27 51 16	PUBLIC ADDRESS/CLOCK SYSTEM	8/1/2016
27 5123.50	ASSISTIVE LISTENING SYSTEM	8/1/2016

##### **DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

28 16 00	INTRUSION ALARM SYSTEM	8/1/2016
28 23 00	VIDEO SURVEILLANCE (CCTV) SYSTEM	8/1/2016
28 31 00	FIRE DETECTION ALARM	8/1/2016

## EXHIBIT A

### Scope of Work

Prepared by SVA Architects

#### PROJECT SPECIFICATIONS

##### DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

##### DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	8/1/2016
32 12 16	ASPHALT PAVING	8/1/2016
32 13 13	CONCRETE PAVING	8/1/2016
32 16 13	CURBS AND GUTTERS	8/1/2016
32 17 13	PARKING CURBS	8/1/2016
32 17 23	PAVEMENT MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

##### DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

##### APPENDICES

ACM SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Enviromental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Enviromental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Enviromental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL REPORT	Earth Systems Southern California	3/4/2014
MEPF CONTRACTOR QUALIFICATION PROCESS	Oxnard School District	
SWPPP REPORT	Rick Engineering Company	10/25/2016
SWPPP Plan	Rick Engineering Company	11/17/2016
Pre Bid RFI's - #1 - 52	SVA Architects, Inc.	11/15/2016



## EXHIBIT "B"



555 First Street  
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T 818.898.1521 F 818.838.7956  
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# OXNARD SCHOOL DISTRICT



# ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle  
Caldwell Flores Winters, Inc.  
1901 S. Victoria Avenue #106  
Oxnard, CA 93035

# BID SUMMARY



**BID SUMMARY**

Elm Street Elementary School Reconstruction  
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback  
 December 9, 2016

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**Building Summary**

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**Elm Street Elementary School Reconstruction**

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

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<b>Subtotal</b>				<b>\$ 18,681,807</b>
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General Conditions				1,755,609
General Requirements				365,885
Contractors Bond		0.64%		148,101
CCIP		1.25%		287,739
Builders Risk		1.15%		268,303
Subcontractor Default Insurance		1.20%		224,182
General Contractor's Fee		4.00%		896,419

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<b>SUBTOTAL</b>				<b>\$ 22,628,045</b>
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Contractors Contingency		3.00%		678,841
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<b>TOTAL</b>				<b>\$ 23,306,886</b>
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Notes:

1. GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16
2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14
3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



**SCHEDULE OF VALUES**  
**Elm Street Elementary School Reconstruction**  
**450 East Elm Street, Oxnard, CA 93033**

Lease/Leaseback  
 December 9, 2016

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINETS / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

**SCHEDULE OF VALUES**  
**Elm Street Elementary School Reconstruction**  
**450 East Elm Street, Oxnard, CA 93033**

Lease/Leaseback  
 December 9, 2016

	Description	Recommended Subcontractor	Bids Received	Amount
	<b>Subcontracted Direct Costs</b>		<b>140</b>	<b>\$ 18,681,807</b>
	General Conditions			\$ 1,755,609
	General Requirements			\$ 365,885
	General Contractor Bond		0.64%	\$ 148,101
	CCIP		1.25%	\$ 287,739
	Builders Risk		1.15%	\$ 268,303
	Subcontractor Default Insurance		1.20%	\$ 224,182
	General Contractor's Fee		4.00%	\$ 896,419
	Contractor Contingency		3.00%	\$ 678,841
	<b>Total Contract Amount</b>			<b>\$ 23,306,886</b>

# ALLOWANCES

ALLOWANCES



**ALLOWANCES**

**Elm Street Elementary School Reconstruction**  
**450 East Elm Street, Oxnard, CA 93033**

**Lease/Leaseback**  
**December 9, 2016**

Schedule of Allowances Included in Proposal		
1	Offsite Utilities Permits / Fees (Part of General Conditions Requirements 4.7.1)	\$ 15,000
2	B-Permit Offsite Plans - Hardscape (City Sidewalks, Curbs, Etc.) and Utilities (Sewer) - Plans Not Issued / Approved yet by City, Sewer Design Issues, Etc.	\$ 100,000
3	Unforeseen Utility Removal / Demolition	\$ 50,000
4	Site Fencing at New Field - 6' High Galvanized Chain-link	\$ 60,000
5	Remove and Replace City Sidewalk per General Note 8 on C-01 (Noted as Directed by City Engineer; QTY TBD) Assume 7' Wide at Montrose Ave	\$ 55,000
6	Remove and Relocate (2) Existing Portables and Demolish (1) Existing Portable Including Hookups (Elec, Plumbing, HVAC, Low Voltage)	\$ 60,000
7	Lead and Pesticide Abatement of Soil (No Recommendation Provided Within Hazardous Report)	\$ 125,000
8	Possible Additional Asbestos / Hazardous Material at Existing Buildings When Demolishing (Concealed Items Not Within Report)	\$ 25,000
9	Plumbing System Design Issues	\$ 100,000
10	Shoring at NE Corner of New Classroom Building and West End of Existing Classroom Building	\$ 20,000
11	Door Hardware Revisions to Comply with District Standards	\$ 45,000
12	Site Concrete Enhancements at Courtyard and Site Paving Areas per Pre-Bid RFI #57	\$ 20,000
13	School & Address Signage at the Admin Bldg. Not Shown. Reference 11/A-64.4 for 18" Aluminum Letters	\$ 12,000
14	Mitigate/Dewatering as Required for Shallow Water Table	\$ 18,000
15	Change Specified T8 Lamps to LED Light Fixtures/Controls	\$ 100,000
16	Add Upper & Lower Casework at Kitchen, Workrooms and Storage Rooms per SVA	\$ 45,000
17	Environmental and Geotechnical Testing of Imported Soil for District's Testing Lab	\$ 15,000
18	Kitchen Design Corrections to Meet Health Department Requirements	\$ 50,000
19	SCE Design Enhancements	\$ 45,000
<b>TOTAL ALLOWANCES</b>		<b>\$ 960,000</b>

# QUALIFICATIONS





# SUBCONTRACTOR EVALUATIONS

Bid Evaluation Report



<b>Erosion Control</b>		<b>Elm Street Elementary School Reconstruction</b>				<b>Job Number</b>	<b>Elm</b>
						<b>Bid Date</b>	<b>12/7/2016</b>
<b>Description</b>		<b>Subcontractors</b>				<b>Date Printed</b>	<b>12/6/2016</b>
						<b>Whitson CM / Bernards</b>	
Base Bid							
Spec #: 312500	Included						
Spec #:							
Furnished, Installed, FOB Jobsite, Tax Included	Included						
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included						
Acknowledgment of Addendum 1	Included						
Bid Good for 60 Days							
Prevailing Wage	Included						
Prequalification per Bid Invite	N/A						
Attachment C Acknowledgement	N/A						
<b>Erosion Control</b>							
Silt Fencing	15,109						
Fiber Rolls	1,600						
Construction Entrances	21,000						
Storm Drain Inlet Protection	1,375						
SWPPP Implementation	28,562						
<b>TOTALS</b>	<b>67,646</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Recommendation:</b>	<b>Amount</b>						
<b>Whitson CM / Bernards</b>	<b>67,646</b>						

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Date Printed	12/6/2016
					Stantec	Gromatici
Base Bid	42,000	39,504	65,100	44,975	76,000	Incomplete
Spec #: 017300	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>Set-up</b>	Included	Included	Included	Included	Included	
Travel Costs	5,000	5,000	5,000	5,000	5,000	
Horizontal Control	Included	Included	Included	Included	Included	
Survey Boundary Map	5,800	5,920	5,800	5,800	5,800	
<b>Excavation</b>	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
<b>Buildings</b>	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
<b>Site</b>	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
<b>Recommendation:</b>	<b>Amount</b>					
Hunsaker & Assoc.	58,648					

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Date Printed	12/6/2016
					Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	10 Days	30 Days	30 Days	30 Days	60 Days	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Abatement</b>						
Potential Inaccessible Asbestos Materials	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Asbestos as Surveyed	N/A	N/A	N/A	N/A	N/A	N/A
<b>Abatement for Grading</b>	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
<b>Demo - Standard Industries</b>	<b>297,500</b>	<b>331,603</b>	<b>322,000</b>	<b>331,603</b>	<b>331,603</b>	<b>331,603</b>
Phase 1	Included	Included	Included	Included	Included	Included
Offsite per Page 4 of 4	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) PCC Curb and Gutter	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) Sidewalks	Included	Included	Included	Included	Included	Included
Sawcut and Remove (E) 2' AC Paving in Street Along Elm, Montrose and Fir - 9/C02	Included	Included	Included	Included	Included	Included
Sawcut AC in Street for New Utilities - C08	4,608	4,608	4,608	4,608	4,608	4,608
Sawcut and Remove (E) Curb Ramps for New ADA Ramps with Truncated Domes	Included	Included	Included	Included	Included	Included
Onsite Clearing / Demolition - C05	Included	Included	Included	Included	Included	Included
Underground Utility Location	2,400	2,400	2,400	2,400	2,400	2,400
Remove Existing Trees	Included	Included	Included	Included	Included	Included
Sawcut & Remove AC Paving Parking Lot	Included	Included	Included	Included	Included	Included
Remove Fencing and Gates	Included	Included	Included	Included	Included	Included
Remove (E) Utilities, SD & Irrigation	Included	Included	Included	Included	Included	Included
(E) Drywell per RFI 35	Included	Included	Included	Included	Included	Included
Remove Trash Enclosure	Included	Included	Included	Included	Included	Included
Phase 2	Included	Included	Included	Included	Included	Included
Remove All Existing Facilities - Portables & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors				Sharma Gen. Eng.	Toro Ent.
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.		
AC Paving and Play Areas	Included	Included	Included	Included	Included	Included
Fencing	Included	Included	Included	Included	Included	Included
Concrete Pavement	Included	Included	Included	Included	Included	Included
Electrical Equipment	Included	Included	Included	Included	Included	Included
Salvage & Relocate	Included	Included	Included	Included	Included	Included
Light Poles (3)	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical
Backflow (1)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
Adjust to Height - Sewer Cleanouts (2)	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities	By Utilities
<b>Grading</b>	<b>579,100</b>	<b>536,995</b>	<b>533,500</b>	<b>720,118</b>	<b>748,340</b>	<b>589,068</b>
Water Meter and Construction Watering for Own Scope	21,000	21,000	21,000	21,000	21,000	21,000
Move-Ins	Included	Included	Included	Included	Included	Included
April '17 Movie-In for MPR Bldg Due to Portables	Included	Included	Included	Included	Included	Included
Mass Excavation and Fine Grade Subgrade	Included	Included	Included	Included	Included	Included
Temp Soil Stabilization	7,500	7,500	7,500	7,500	7,500	7,500
Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39	Included	Included	Included	Included	Included	Included
Extend 5' from Perimeter Edges - RFI 7	Included	Included	Included	Included	Included	Included
Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7	Included	Included	Included	Included	Included	Included
1' Crushed Rock	Included	Included	Included	Included	Included	Included
Over-Ex at Elevator Pit, 1.5' Below Bottom and 3' Lateral per RFI 40	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Site Conditions	Included	Included	Included	Included	Included	Included
Sub-Grade Compaction of 95%	Included	Included	Included	Included	Included	Included
Over-Ex 6" at Play Field (Phase 2)	Included	Included	Included	Included	Included	Included
Import per Geotech +/- 8,000 CY	Included	Included	Included	Included	Included	Included
Export Spoils Stockpiled by Others	\$19 / CY	\$20.30 / CY	\$29 / CY	\$25.57 / CY	\$26.10 / CY	\$28.80 / CY
Concrete Spoils	18,810	20,097	28,710	25,314	25,839	28,512
Site Utilities	9,500	10,150	14,500	12,785	13,050	14,400
Plumbing, Electrical	1,900	2,030	2,900	2,557	2,610	2,880
<b>Structure Moving</b>	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
<b>TOTALS</b>	<b>942,318</b>	<b>936,383</b>	<b>937,118</b>	<b>1,127,885</b>	<b>1,156,950</b>	<b>1,001,971</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Damar Const.</b>	<b>936,383</b>					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
	Base Bid	384,000	221,230	205,557	
Spec #: 321126, 321216, 321723	Included	Included	Included		
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included		
Bid Good for 60 Days					
Prevailing Wage	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
<b>AC Paving</b>	Included	Included	Included		
Phase 1	Included	Included	Included		
Road Work at Elm, Montrose & Fir	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 8" Sub Base	Included	Included	10,981		
4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
Phase 1A	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
Phase 2	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
<b>Striping</b>	ABC Resources	Included	ABC Resources		
Parking Lot - 4/C02	14,368	9,800	14,368		
Concrete Wheel Stops - 7/Gen2	Included	Included	Included		
Stripe Crosshatch Areas	Included	Included	Included		
Standard Parking Spaces	Included	Included	Included		
Fire Lane Curbs Red - F12/A01.2	Included	Included	Included		
Handicap Parking Spaces	Included	Included	Included		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.		Date Printed	12/6/2016
	Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included		
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
<b>Offsite</b>						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
<b>TOTALS</b>	<b>401,532</b>	<b>239,302</b>	<b>260,553</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Onyx Paving</b>	<b>239,302</b>					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
					Base Bid	See Below
Spec #: 321213, 321613, 321713	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>On Site</b>	Included	Included	Included			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg with Truncated Domes- 6/C02	2,040	Included	Included			
Curb & Gutters	21,890	Included	Included			
Parking Lot per C06	Included	Included	Included			
6" Curb and Gutter - 111/C03	Included	Included	Included			
6" PCC Curb - 111/C03	Included	Included	Included			
0" Curb - 12/C02	Included	Included	Included			
Curb Ends - 7/C02	Included	Included	Included			
Concrete Mow Curbs at Site Fencing and Site Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301	2,256	2,256	2,256			
Concrete Stairs at Stair 3 Per 1/A1-45.3	17,680	18,000	Included			
Fire Hydrant Bollards/Footings - 301/C04 (12)	Included	Included	Included			
3' Deep Footings	3,600	3,600	3,600			
Footings for Site Fencing and Gates - 3&4/A63.5	Included	Included	Included			
Kindergarten Bldg per RFI 41	Included	Included	Included			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.	Date Printed	12/6/2016
	Throughout Site per A0-1.1	Included	Included	Included		
Post Footing - 4/A-63.5	9,702	9,702	9,702			
Gate Footing - 3/A-63.5	7,560	7,560	7,560			
Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)	1,250	1,250	Included			
Marquee Sign Footing & Cap per 18/S303	4,320	Included	Included			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 7/A63.6 (6)	5,100	Included	5,100			
Footing for Tetherball Poles 12/A63.6 (2)	1,700	Included	1,700			
Concrete Footing for CMU Walls at Elec Yard - 1/A0-1.3 & 9&10/S303 - (3'-6" x 1'-4")	17,380	Included	17,380			
9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
Base for all Paving	41,045	Included	Included			
Reinforcing Steel for All Work	37,762	Included	39,300			
Control and Expansion Joints / Sealants	20,070	20,070	20,070			
Washout Bins	2,500	2,500	2,500			
<b>Off Site</b>	Included	Included	Included			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and Ramp per 10/Gen 5 & C06 (2)	Included	Included	Included			
Join and Match (E) Curb, Gutter, Sidewalk	10,724	Included	Included			
Driveway Entrances per 115/C03 (3)	6,732	Included	Included			
4' Ribbon Gutter in Street Drop Off - 117/C03	10,800	Included	Included			
8" PCC Turnouts per Pg 4of4 & 200/Pg 2	39,101	Included	38,000			
<b>Site Pavers (MFR TBD)</b>	45,177	45,177	45,177			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
<b>TOTALS</b>	<b>671,962</b>	<b>775,311</b>	<b>711,847</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Lopez Eng.</b>	<b>671,962</b>					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Pilgrim Fence					
Base Bid	270,872					
Spec #: N/A	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
<b>Chain Link Fencing</b>	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
<b>Steel Fence and Gates - (A0-1.1, No Spec)</b>	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
Fencing Throughout Site per 9/A63.5	Included					
Single Gates Throughout Site - 1/A63.5 (1)	Included					
Double Gates Throughout Site - 8/A63.5 (9)	Included					
Panic Hardware at All Gates	Included					
<b>TOTALS</b>	<b>270,872</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Recommendation:</b>	<b>Amount</b>					
<b>Pilgrim Fence</b>	<b>270,872</b>					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					Dafau Land.	
Base Bid	21,277	See Below	See Below	See Below	See Below	
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	60 Days	30 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>Planting</b>	<b>146,171</b>	<b>117,918</b>	<b>113,905</b>	<b>186,000</b>	<b>105,213</b>	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root Barriers	Included	Included	Included	Included	Included	
Backfill Mix for Use of Planting	Included	Included	Included	Included	Included	
Planting Details per L302	Included	Included	Included	Included	Included	
<b>Irrigation</b>	<b>169,413</b>	<b>149,757</b>	<b>143,545</b>	<b>178,000</b>	<b>189,247</b>	
Irrigation Legend per L103	Included	Included	Included	Included	Included	
All Piping - Sch 40 PVC or Class 315 / Class 200 PVC	Included	Included	Included	Included	Included	
Irrigation POC on Fir Ave per L102 - RFI 12	Included	Included	Included	Included	Included	
Auto Controllers, Backflow Device, Master Valve and Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and Wire Cable	Included	Included	Included	Included	Included	
Temporary Watering w/ GC Supplied Water	Included	Included	Included	Included	Included	
Irrigation Tie-Ins and sleeves	Included	Included	Included	Included	Included	
Irrigation Details per L301	Included	Included	Included	Included	Included	
<b>Misc</b>						
Gravel Floor Covering at Elec Enclosure - 1/A0-1.3	3,426	3,426	3,426	3,426	3,426	
Gravel Pads at Curb Cuts in Parking Lot - 14/C02	<b>2,939</b>	3,000	3,000	3,000	3,000	
2x2 Gravel 1-1.5" Dia x 4" Deep (4)	In Above	In Above	In Above	In Above	In Above	
DG - 2.5 Tons	Included	<b>5,471</b>	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Dafau Land.	Date Printed
						12/6/2016
Biofiltration Basins - 11/C02 (3)	48,586	33,041	41,000	41,000	41,000	
Vegetated Swale at Field - 15/C02 (Phase 2)	6,416	11,452	12,000	12,000	12,000	
Vegetated Swale at Field - SE Corner Not Identified on C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & Geotextile Fabric	Included	In Above	In Above	In Above	In Above	
90 Day Maintenance	17,790	18,000	15,600	16,000	15,900	
(1) Year Warranty	Included	Included	Included	Included	Included	
Spoils Removal	2,275	3,000	3,000	3,000	3,000	
Move-Ins (2)	Included	Included	10,000	Included	Included	
<b>TOTALS</b>	<b>428,292</b>	<b>363,185</b>	<b>369,596</b>	<b>466,546</b>	<b>396,906</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Advanced Land. 2000</b>	<b>363,185</b>					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.		
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 Days				
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Rebar</b>	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab on Grade	Included	Included	Included			
Site Concrete Reinforcing	In Site Conc	In Site Conc	In Site Conc			
Site CMU Wall Reinforcing	In CMU	In CMU	In CMU			
Hoisting as Required	7,500	7,500	7,500			
Allowance - 5 Tons/2% per 7/S303	12,000	11,347	14,900			
Misc Site Work	11,750	11,750	11,750			
Conc Pads for HVAC Equip - 16/S301	In Above	In Above	In Above			
Conc Pad for Elec Equip at Elec Yard - 16/S301	In Above	In Above	In Above			
Conc Base Under Rubber Play Surface at Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
<b>TOTALS</b>	<b>185,415</b>	<b>232,139</b>	<b>182,550</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Stantru</b>	<b>182,550</b>					

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Subcontractors				Date Printed	12/6/2016
Description	Santa Clarita Concrete	JT Wimsatt			
Base Bid	988,000	955,000			
Spec #: 031000, 033000-AD1	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
<b>Structural Concrete</b>	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mil. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			
Column Footings (F-2 & F-3) - 10/S302	Included	Included			
5" SOG - 3&4/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Elevator Pit per S-111	Included	Included			
1-6" W x 1'-6" D Continuous Footing Between Ext. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	Included	18,000			
Balco Stair Strips AB-2 per 6/A1-45.3	3,250	3,250			
Bldg 2-4	Included	Included			
Spread Footings per Schedule on Foundation Pages S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			



Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
	5" SOG - 3&4/S301	Included	Included			
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 6/A64.4	450	450				
Dewatering as Required	See Allowances	See Allowances				
Setting Anchor Bolt Templates	Included	Included				
Curing and Sealing Compounds per Specs as Required	Included	Included				
Wash Out Bins	Included	Included				
<b>TOTALS</b>	<b>1,051,700</b>	<b>1,032,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>JT Wimsatt</b>	<b>1,032,700</b>					

Bid Evaluation Report



Lightweight Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Insul-Flow	JT Whimsatt	Cell-Crete			
Base Bid	43,195	80,000	No Bid			
Spec #: N/A	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	Included	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
<b>Lt. Weight Concrete</b>	Included	Included				
1-1/2" Lt Weight Concrete over Enkasonic Sound Mat on 2nd Floor of Classroom Building 1 - 16/S601 & 13&15/S612 & 8/A60.1	Included	Included				
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	In Concrete	In Concrete				
Lt Wt Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S801	In Concrete	In Concrete				
Balco Stair Strips AB-2 per 6/A1-45.3	In Concrete	In Concrete				
<b>TOTALS</b>	<b>43,195</b>	<b>80,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Insul-Flow</b>	<b>43,195</b>					

Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Loyd Tonsing Masonry	Skidmore Masonry			Date Printed	12/6/2016
Base Bid	35,910	39,697				
Spec #: 042000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	45 Days	30 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
<b>Site Masonry</b>						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A01.3 & 9&10/S303	Included	Included				
Grouting as Required	Included	Included				
Furnish & Install Rebar for All CMU Site Walls	3,500	Included				
Scaffolding as Required	Included	Included				
Washout Bins	850	Included				
Mock-Up	2,500	2,500				
<b>Precast Column Covers - 4/A64.4</b>	36,847	36,847				
Bldg 1 - (22)	In Above	In Above				
Bldg 2 - (5)	In Above	In Above				
Bldg 3 - (4)	In Above	In Above				
Bldg 4 - (10)	In Above	In Above				
<b>TOTALS</b>	<b>79,607</b>	<b>79,044</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Skidmore Masonry</b>	<b>79,044</b>					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
Base Bid	481,000	475,480			
Spec #: 051200, 055000, 055100, 055213	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	14 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
<b>Structural Steel</b>	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 5x5 & 6x6	Included	Included			
HSS Beams at Elevator - 4/S501	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included			
Pipe Columns at Roof Hip Beams - 19/S602	Included	Included			
"W" Steel Beams at Elevator - S113 & 2/S501	Included	Included			
Bldg 2 - MPR		Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 3 - Admin	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (4)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls and MC10x25 per 19A/S613	Included	2,850			
Bldg 4 - Kindergarten	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (10)	Included	Included			
Pipe Column at Roof Hip Beams - 19/S602 (1)	Included	Included			
Safety Cable Railing as Required	6,500	6,500			
FOB Anchor Bolts/ Templates for Own Work	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included			
Hoisting for All Work	Included	Included			
<b>Steel Stairs</b>	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Subcontractors				Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel			
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included			
Stair 1 - A1-45.4	Included	Included			
Stair 2 - A1-45.2	Included	Included			
Stair 3 - A1-45.3	Included	Included			
Steel Stairs (Pan Filled Concrete)	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included			
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500			
Stair Railings and Guardrails	Included	Included			
<b>Railings &amp; Guardrails</b>	Included	Included			
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included			
Stair Railings and Guardrails	Included	Included			
1-1/2" Handrail Both Sides - A63.2	Included	Included			
Guardrail at Midlandings - A63.2	Included	Included			
Guardrail at Top of Stairs - A63.2	Included	Included			
Stair 1 - A1-45.1	Included	Included			
Stair 2 - A1-45.2	Included	Included			
Stair 3 - A1-45.3	Included	Included			
Guardrails at 2nd Floor Walkways - A1-11.2	Included	Included			
Elevations - 12/A63.2	Included	Included			
Bldg 2 - MPR	Included	Included			
Roof Guardrail -16/A63.1	Included	Included			
1" & 1-1/2" Dia Galv. Tube Steel	Included	Included			
<b>Site</b>	Included	Included			
Steel Bollards at Fire Hydrants - 301/C04	4,800	4,800			
Metal Gates are Site Elec Yard - 4/A0-1.3	Included	Included			
6'-8"Wx8'H Gate (1)	Included	Included			
10'Wx8'H Gate (1)	Included	Included			
HSS Posts, 22 GA Corrugated Panels, Hinges, Cane Bolts and Embed Plates	Included	Included			
<b>Misc. Metal</b>	Included	Included			
L2x2 Bracket for Countertops in Bldg 3 Admin	Included	Included			
Rms 3-121 & 3-122 - 8/A64.3	Included	Included			
Ridge Connection Plates per 12/S612	Included	4,200			
Drinking Fountain Cane Rails per 11/Gen-5 (2)	900	Included			
Drinking Fountain Cane Rails per 6/Gen-4 (1)	450	Included			
Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout - 13/A64.2	4,500	4,500			
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel			Date Printed	12/6/2016
					Elevator Sill Angle & Threshold	Included
Roof Access Ladders - 2/A64.4	Included	Included				
Bldg 1 - Classroom (1)	Included	Included				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
Fixed Sun Screens	Included	Included				
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included				
Bldg 1 - Classroom (8)	Included	Included				
Bldg 2 - MPR (6)	Included	Included				
Bldg 3 - Admin (2)	Included	Included				
Bldg 4 - Kindergarten (2)	Included	Included				
<b>TOTALS</b>	<b>501,400</b>	<b>504,880</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Ironman, Inc</b>	<b>501,400</b>					

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Subcontractors				Date Printed	12/6/2016
Description	WS Klem	Abdellatif Ent.	JF Construction		
Base Bid	2,903,000	2,895,000	Incomplete		
Spec #: 061000, 061800, 061810, 065000, 066000	Included	Included			
Spec #: 067000, 097733, 107113.43	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
<b>Rough Framing</b>	Included	Included			
Wall Schedule per A61.1	Included	Included			
Plywood Sheathing as Shown on Wall Types	Included	Included			
MFR - Standard Structures	Included	Included			
Glu-Laminated Beams & Struc Eng. Beams	Included	Included			
MFR - RedBuilt Drawings 1-5	Included	Included			
Open Web Trusses, I-Joists, LVL	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	61,173	62,000			
Hold Down Schedule (A-H4)	Included	Included			
Shear Wall Panels per 2/S621	Included	Included			
Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, B-RM Acc.	Included	Included			
Plywood Backboards - Electrical / Low Voltage	1,250	1,250			
Wood Nailers at Roof Parapet Coping - 7/A63.1	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included			
Safety Railing as Required at Bldg 1 2nd Floor	3,200	3,200			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	WS Klem	Abdellatif Ent.	JF Construction		
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5	Included	Included			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tetcum Panel Ceiling at Presentation/Serving Area Rm 105	In ACT	In ACT			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Admin	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			



Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction		Date Printed	12/6/2016
	T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included			
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included				
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650				
<b>Fixed Sun Screens</b>	Included	Included				
Fire Treated Lumber	Included	Included				
Window Shades per 20/S602 & A64.5 & A64.6	Included	Included				
4x4 & 4x6 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kicker	Included	Included				
4x6 & 4x10 Blocking per 3/S601	Included	Included				
Entrance Canopies per 17/S602 & A64.5 & A64.6	Included	Included				
4x10 & 6x10 Beams	Included	Included				
3x3 @ 8" OC	Included	Included				
Simpson Hardware	Included	Included				
4x Blocking	Included	Included				
Bldg 1 - Classroom	Included	Included				
Window Shades (8)	Included	Included				
Bldg 2 - MPR	Included	Included				
Window Shades (6)	Included	Included				
Entrance Canopies (1)	Included	Included				
Bldg 3 - Admin	Included	Included				
Window Shades (2)	Included	Included				
Entrance Canopies (2)	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Window Shades (2)	Included	Included				
<b>FRP Panels - Miller Paneling</b>	10,400	10,400				
MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo	Included	Included				
Janitors Closets (Not Shown)	Included	Included				
Bldg 1 - Janitors Closets - 104, 112, 204	Included	Included				
Bldg 4 - Janitors Closet - 114	Included	Included				
<b>TOTALS</b>	<b>2,984,977</b>	<b>2,997,004</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>WS Klem</b>	<b>2,984,977</b>					

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Stolo Cab.	Fremont Millwork	Dennis Reeves	ICI Millwork	Date Printed	12/6/2016
					Base Bid	67,190
Spec #: 062000, 064100, 123600	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	45 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Millwork</b>						
Lower Cabinets with Hardware	Included	Included	Included	Included		
Plastic Laminate Finish	Included	Included	Included	Included		
Plastic Laminate Countertops	Included	Included	Included	Included		
Details per A64.3	Included	Included	Included	Included		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 101,2,6,7,8,9,18,19,20,21	Included	Included	Included	Included		
Rms - 201,2,6,7,8,9,11,13,14,15,16	Included	Included	Included	Included		
Bldg 3 - Admin per A3-11.1	Included	Included	Included	Included		
Countertops per 8/A64.3	Included	Included	Included	Included		
Rms - 3-121 & 3-122	Included	Included	Included	Included		
Rm - 3-125 -1/A3-41.1	Included	Included	Included	Included		
Rm - 3-108 - 1/A3-41.2	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rm - 3-113 - 2/A3-51.1	Included	Included	Included	Included		
Rm - 3-111 - 1/A3-51.1	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-51.1	Included	Included	Included	Included		
Casework & Counters	Included	Included	Included	Included		
Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1	Included	Included	Included	Included		
Install Countertop Supports	3,000	3,000	3,000	3,000		
<b>TOTALS</b>	<b>70,190</b>	<b>71,530</b>	<b>65,974</b>	<b>65,042</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>ICI Millwork</b>	<b>65,042</b>					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
					Base Bid	33,200
Spec #: 071400, 071616, 079005	Included	Included	Included	Included		
Spec #: 099723	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	60 Days	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Waterproofing</b>	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 1 Classroom - 3/A63.4	Included	Included	Included	Included		
Under Topping Slabs at Exterior Decks	Included	Included	Included	Included		
Crystalline	Included	Included	Included	Included		
MFR - Euclid, Gemite, Koster or Vandez	Included	Included	Included	Included		
Inside of Elevator Pit	Included	Included	Included	Included		
Misc	Included	Included	Included	Included		
2" Thick WP at Flag Pole per 8/A64.4	2,000	2,000	2,000	2,000		
<b>Caulking &amp; Sealants</b>	Included	Included	Included	Included		
Per Schedule in Specs 3.3	Included	Included	Included	Included		
Windows, Doors, Walls, As Shown	34,642	34,642	34,642	34,642		
<b>Sealed Concrete per RFI 10</b>	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 1- Classroom	In Above	In Above	In Above	In Above		
Rms - 104, 110A, 112, 116, 122, 204, 212, 217	In Above	In Above	In Above	In Above		
Bldg 2 - MPR	In Above	In Above	In Above	In Above		
Rms - 109 & 110	In Above	In Above	In Above	In Above		
Bldg 3 - Admin	In Above	In Above	In Above	In Above		
Rms - 116, 119, 123	In Above	In Above	In Above	In Above		

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Systems WP	Angelus WP	Eberhard	Letner		
Bldg 4 - Kindergarten	In Above	In Above	In Above	In Above		
Rms - 114, 115, 116	In Above	In Above	In Above	In Above		
<b>TOTALS</b>	<b>95,436</b>	<b>105,736</b>	<b>125,351</b>	<b>107,866</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Systems WP</b>	<b>95,436</b>					

Bid Evaluation Report



Insulation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	DJ Insulation	Viking Insulation	ALCAL			
Base Bid	80,000	89,860	56,152			
Spec #: 72100	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Thermal and Blanket Insulation</b>	Included	Included	Included			
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included			
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included			
R30 at Roof	Included	Included	30,000			
Walls with "A" Designation to Receive Insulation per A61.1	Included	Included	Included			
Insulation at All Buildings 1-4	Included	Included	Included			
<b>TOTALS</b>	<b>80,000</b>	<b>89,860</b>	<b>86,152</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>DJ Insulation</b>	<b>80,000</b>					

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	R&J SM	Merit Metal Products			
Base Bid	151,100	147,000			
Spec #: 076200, 077123, 077200	Included	Included			
Spec #: 034900	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	30 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
<b>Sheet Metal</b>	Included	Included			
All General Sheet Metal: Roof, Decking, Walls	Included	Included			
Flashings	Included	Included			
Trim	Included	Included			
Flexible Flashing and Underlayment	Included	Included			
Flashing at Mechanical Pads	Included	Included			
SS Sill Pan at Ext. Storefront Base - 19/A62.3	Included	Included			
Bldg 1 - Classroom	Included	Included			
Balcony Flashing at 2nd Floor - 3/A63.4	Included	Included			
Bldg 2 - MPR	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
Bldg 3 - Admin	Included	Included			
Parapet Coping - 22 Ga - 7/A63.1	Included	Included			
SM Flashing at Parapet Top - 11/A64.2	Included	Included			
GSM Flashing at Wall Popout - 13/A64.2	Included	Included			
Door & Window Sill/Head Flashings	42,582	50,000			
Gutters & Downspouts - 12&13/A64.4 - RFI 26	Included	Included			
Galvanized, Rectangular Shaped - Painted	Included	Included			
Bldg 1 - Classroom	Included	Included			
Bldg 4 - Kindergarten	Included	Included			
Splash Blocks at Downspouts per Elevations	Included	Included			
Roof Hatch - 9/A63.1	Included	Included			
MFR - Acudor, Bilco, Dur-Red, Milcor	Included	Included			
Prefab Curb by MFR	Included	Included			
Bldg 1 - Classroom - (1)	Included	Included			

Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed	12/6/2016	
Description	Subcontractors					
	R&J SM	Merit Metal Products				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
<b>GFRC Panels - RFI 50</b>						
Bldg 2 - MPR - A2-11.2	12,697	12,697				
GFRC Panels at Parapet Overhang - 11/A64.2	In Above	In Above				
Bldg 3 - Admin	14,127	14,127				
GFRC Panels at Parapet Top - 11/A64.2	In Above	In Above				
<b>TOTALS</b>	<b>220,506</b>	<b>223,824</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>R&amp;J SM</b>	<b>220,506</b>					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Eberhard	Letner	Best Cont.	Commercial Roofing	Date Printed	12/6/2016
					Ferguson & Melvin	
Base Bid	344,200	422,350	472,000	352,124	Incomplete	
Spec #: 073110, 075423, 072800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	Included	90 Days	30 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Asphalt Shingles</b>	Included	Included	Included	Included		
MFR - GAF, Owens-Corning, CertainTeed	Included	Included	Included	Included		
Underlayment per 072800	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.3	Included	Included	Included	Included		
Bldg 4 - Kindergarten - A4-11.2	Included	Included	Included	Included		
<b>TPO Roofing</b>	Included	Included	Included	Included		
MFR - Firestone or Equal per RFI 1	Included	Included	Included	Included		
Single Ply Roofing System	Included	Included	Included	Included		
Fully Adhered	Included	Included	Included	Included		
Mechanically Fastened	Included	Included	Included	Included		
R30 Rigid Insulation - RFI 22	Included	Included	Included	Included		
5/8" Coverboard at Roof per RFI 21	Included	Included	Included	Included		
Walk Pads - Per Roofing Plans	Included	Included	Included	Included		
Parapet Walls	Included	Included	Included	Included		
Bldg 2 - MPR - A2-11.2	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.2	Included	Included	Included	Included		
<b>TOTALS</b>	<b>344,200</b>	<b>422,350</b>	<b>472,000</b>	<b>352,124</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Eberhard</b>	<b>344,200</b>					



Bid Evaluation Report



Doors, Frames & Hardware	Elm Street Elementary School Reconstruction			Job Number	Elm	
	Subcontractors			Bid Date	12/7/2016	
Description	Design Hardware	Star Hardware	Construction Hardware	Date Printed	12/6/2016	
Base Bid	277,648	225,035	222,820			
Spec #: 081113, 081416, 087100 1-4	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	Included	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Hollow Metal Doors and Frames</b>	Included	Included	Included			
MFR per Specs	Included	Included	Included			
Frame Details - A62.1	Included	Included	Included			
Site	Included	Included	Included			
Site 3'-4"x8' HM Door & Frame at Elec Enclosure per 1/A0-1.3 (1)	1,250	1,250	1,250			
Bldg 1 - Classroom - A1-52.1	Included	Included	Included			
Bldg 2 - MPR - A2-52.1	Included	Included	Included			
Bldg 3 - Admin - A3-52.1	Included	Included	Included			
Bldg 4 - Kindergarten - A4-52.1	Included	Included	Included			
Install HM Doors	Included	Included	Included			
Install HM Frames	In Drywall	In Drywall	In Drywall			
Install Wood Doors	Included	Included	Included			
<b>Door Hardware</b>	Included	Included	Included			
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included			
Door Thresholds	Included	Included	Included			
<b>Misc. Door Hardware</b>	Included	Included	Included			
Storefront Doors	13,000	11,550	12,760			
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing			
<b>TOTALS</b>	<b>291,898</b>	<b>237,835</b>	<b>236,830</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Construction Hardware</b>	<b>236,830</b>					

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Base Bid	259,650	No Bid				
Spec #: 084313, 085113, 088000, 102229	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	Included					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
<b>Aluminum-Framed Storefronts</b>	Included					
MFR - Coral, CR Laurence, EFCO or Kawneer	Included					
SS Sill Pan at Ext. Storefront Base - 19/A62.3	In Sheet Metal					
Bldg 2- MPR	Included					
Alum Storefront Entrance Doors 101 per 1/A2-52.2 per RFI 51	Included					
Bldg 3 - Admin	Included					
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included					
Makers Space Room 120 - 3/A3-52.2	Included					
Health Office Room 113 - 2/A3-52.2	Included					
Entrances 101 & 126 - 4/A3-52.2	Included					
Storefront Hardware	33,125					
<b>Aluminum Windows</b>	Included					
BOD - Arcadia or EFCO, Wausau, YKK	Included					
Arcadia Series T200 - Factory Finish	Included					
1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI 23	Included					
Bldg 1 - Classroom - A1-52.2	Included					
Type 1 - 6x6 (46)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 6x2 (42)	Included					
Bldg 2 - MPR - A2-52.1	Included					
Type 1 - 8x2 (2)	Included					
Type 2 - 6x2 (4)	Included					
Type 3 - 8x4 (2)	Included					
Type 4 - 10x4 (5)	Included					

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
	Subcontractors				Date Printed	12/6/2016
Description	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
<b>Glazing</b>	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
<b>Full Height Glazed Partition System</b>	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
<b>TOTALS</b>	<b>317,025</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Santa Barbara Glass</b>	<b>317,025</b>					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
Base Bid	2,269,000	1,510,081	1,799,990	1,625,947	1,467,580	1,640,988
Spec #: 092116, 092216, 092236.23, 092400	Included	Included	Included	Included	Included	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	Included	30 Days	30 Days	Included	30 Days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Plaster</b>	Included	Included	Included	Included	Included	Included
Exterior Elevations of All Buildings 1-4	Included	Included	Included	Included	Included	Included
Bldg 1 - A1-21.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 2 - A2-21.1	Included	Included	Included	Included	Included	Included
Bldg 3 - A3-21.1	Included	Included	Included	Included	Included	Included
Bldg 4 - A4-21.1	Included	Included	Included	Included	Included	Included
Ext. Column Covers per 3/A64.4	Included	Included	Included	Included	Included	Included
Texture - Smooth Finish	Included	Included	Included	Included	Included	Included
Exterior Plaster Ceilings and Soffits - A64.2	Included	Included	Included	Included	Included	Included
Foam Trim Pieces at Windows per Details 5&8/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per Elevations	Included	Included	Included	Included	Included	Included
Weather or Air Barrier per Section 072500 & 072800	Included	Included	Included	Included	Included	Included
MFR - Tyvek, Fiberweb or Vaproshield	Included	Included	Included	Included	Included	Included
2-Layers Grade D Kraft Paper	Included	Included	Included	Included	Included	Included
3-Coat System	Included	Included	Included	Included	Included	Included
Glass Fiber Reinforcement	Included	Included	Included	Included	Included	Included
Lath & Paper	Included	Included	Included	Included	Included	Included
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included	Included	Included	Included
Expansion/Control Joints	Included	Included	Included	Included	Included	Included
Plaster Trim	Included	Included	Included	Included	Included	Included
Vent & Weep Screeds	Included	Included	Included	Included	Included	Included
Flexible Membrane Waterproofing	Included	Included	Included	Included	Included	Included
Patching, Taping, Floating as Required	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Date Printed	12/6/2016
					Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
All Required Caulking and Sealants at Penetrations	Included	Included	Included	Included	Included	Included
Scaffolding for Own Work	90 Days	90 Days	Included	Included	Included	Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
<b>Drywall</b>	Included	Included	Included	Included	Included	Included
Drywall per Wall Schedule - A61.1 & A61.2	Included	Included	Included	Included	Included	Included
Drywall Ceilings per A60.2 & A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 - No Notes for Gyp on Roof Joists	Included	Included	Included	Included	Included	Included
Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-32.1 & A4-32.2 notes detail 15/A-61.3	Included	Included	Included	Included	Included	Included
5/8" Drywall Vertical Surfaces	Included	Included	Included	Included	Included	Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included	Included	Included
Level 1-4 Finish at Locations per Specifications Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls per A61.1	Included	Included	Included	Included	Included	Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included	Included	Included
Installation of HM Door Frames Supplied by Others	25,250	25,250	25,250	25,250	25,250	25,250
Supply and Install of Access Panels 12x12	4,500	4,500	4,500	4,500	4,500	4,500
Installation of FEC Supplied by Others	3,000	3,000	3,000	3,000	3,000	3,000
Drywall Pickup	Included	Included	Included	Included	Included	Included
Hoisting for Own Work	Included	Included	Included	Included	Included	Included
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,801	10,802	10,803
<b>TOTALS</b>	<b>2,317,950</b>	<b>1,559,031</b>	<b>1,848,940</b>	<b>1,674,898</b>	<b>1,516,532</b>	<b>1,689,941</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Pacific Int. / Perlite Plaster</b>	<b>1,516,532</b>					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Stoneware Tile	J. Colavin & Son	Stonerock Tile			
Base Bid	118,809	145,690	171,350			
Spec #: 093000, 090561	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	60 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Tile</b>	Included	Included	Included			
MFR - Dal-Tile, Groups 2 & 3	Included	Included	Included			
DalTile Keysontes 2"x2" Mosaic - Floors	Included	Included	Included			
DalTile Ceramic 4-1/4"x4-1/4" - Walls in Checkerboard Pattern - RFI 25	Included	Included	Included			
Tile on Cement Backer Board	In Drywall	In Drywall	In Drywall			
Cold Applied Waterproofing Membrane	Included	Included	Included			
Men's & Women's Restrooms	Included	Included	Included			
Faculty Restrooms	Included	Included	Included			
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2 Rms - 103, 105, 110, 111, 113, 203, 205	Included	Included	Included			
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included			
Rm - 114	In Above	Included	Included			
Quarry Tile in Rms 106, 107, 108, 111, 112, 113, 114	In Above	Included	Included			
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included			
Rms - 115, 117, 118	Included	Included	Included			
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included			
Rms - 107, 108, 112, 113	Included	Included	Included			
Sink Vestibule 106 & 111	Included	Included	Included			
<b>TOTALS</b>	<b>118,809</b>	<b>145,690</b>	<b>171,350</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Stoneware Tile</b>	<b>118,809</b>					

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Acoustical Panel Ceilings</b>	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,900	16,058	17,000	10,000	17,000
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A	N/A	N/A
ACT Details per A64.1 & 2	Included	Included	Included	Included	Included	Included
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
<b>Fixed Sound-Absorptive Panels</b>	Included	Included	Included	Included	Included	Included
ACP-1 MPR/Gym	Included	Included	Included	Included	Included	Included
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included	Included	Included
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included	Included	Included
Bldg 2 -MPR	Included	Included	Included	Included	Included	Included
2" Tectum Ceiling Panels	Included	Included	Included	Included	Included	Included
Presentation Area - 8/A64.2	Included	Included	Included	Included	Included	Included
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736	2,736	2,736
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included	Included	Included
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included	Included	Included
<b>Acoustic Room Components</b>	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Elljay Acoustics	Cali-USA Acoustics	Prime Acoustics
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A
<b>TOTALS</b>	<b>194,496</b>	<b>232,636</b>	<b>215,362</b>	<b>301,736</b>	<b>190,736</b>	<b>240,736</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Cali-USA Acoustics</b>	<b>190,736</b>					



Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Base Bid	200,370	201,500	248,200	366,593		
Spec #: 095100, 098400, 098413	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	60 Days	60 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Acoustical Panel Ceilings</b>	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included		
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included		
Prefinished Aluminum Capping (White) per Specs 095100, 2.03, C. 3	17,000	17,000	17,000	17,000		
Unistrut per 13&14/A64.1	N/A	N/A	N/A	N/A		
Install Wire Through Blocking per 10/A64.1	N/A	N/A	N/A	N/A		
Expansion Joints at Ceiling per 7/A64.1	N/A	N/A	N/A	N/A		
ACT Details per A64.1 & 2	Included	Included	Included	Included		
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included		
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included		
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included		
<b>Fixed Sound-Absorptive Panels</b>	Included	Included	Included	Included		
ACP-1 MPR/Gym	Included	Included	Included	Included		
MFR - Tectum 2" Thick Panels	Included	Included	Included	Included		
Hat Channel and Furring Strips - A64.2	Included	Included	Included	Included		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
<b>Acoustic Room Components</b>	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Cooustic-Glo		
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
<b>TOTALS</b>	<b>220,106</b>	<b>221,236</b>	<b>267,936</b>	<b>386,329</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Cali-USA Acoustics</b>	<b>190,736</b>					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	60 Days	Included	60 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>Flooring</b>						
Minor Floor Prep	Included	Included	Included	Included	Included	
Testing for PH and Moisture	Included	Included	Included	6,500	Included	
Remediation if Applicable	\$3.70 / SF	\$5.25 / SF	\$5.00 / SF	\$5.00 / SF	\$5.00 / SF	
<b>Resilient Flooring</b>	Included	Included	Included	Included	Included	
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	650	650	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rms - 102, 103, 104, 115	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 101, 102, 107-114, 120-122	Included	Included	Included	Included	Included	
Bldg 4 - Kindergarten	Included	Included	Included	Included	Included	
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
<b>Carpet Tile</b>	Included	Included	Included	Included	Included	
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 29701 Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
<b>Resilient Athletic Flooring</b>	Included	Included	Included	Included	Included	
MFR - AFP, No Fault Sport, Pawling, Robbins	Included	Included	Included	Included	Included	
24x24, 1/4" Thick	Included	Included	Included	Included	Included	

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Color A & B - A63.3	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
Rm - 101 & 105	Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3	5,500	5,500	5,500	5,500	5,500	
Volleyball Court	In Above	In Above	In Above	In Above	In Above	
Basketball Court	In Above	In Above	In Above	In Above	In Above	
<b>TOTALS</b>	<b>121,150</b>	<b>197,768</b>	<b>158,895</b>	<b>115,371</b>	<b>114,964</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Reliable Flooring</b>	<b>114,964</b>					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Date Printed	12/6/2016
					Prime Painting	Valley Painting
Base Bid	280,734	238,650	249,822	219,600	220,000	353,465
Spec #: 099000	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	90 Days	Included	Included	30 Days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Painting and Coating</b>						
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included	Included	Included	Included	Included
Colors TBD - RFI 10	Included	Included	Included	Included	Included	Included
Bldg 1 Finish Sch - A1-53.1	Included	Included	Included	Included	Included	Included
Bldg 2 Finish Sch - A2-53.1	Included	Included	Included	Included	Included	Included
Bldg 3 Finish Sch - A3-53.1	Included	Included	Included	Included	Included	Included
Bldg 4 Finish Sch - A4-53.1	Included	Included	Included	Included	Included	Included
(2) Top Coats and (1) Coat Primer	Included	Included	Included	Included	Included	Included
Exterior Plaster All Bldgs	Included	Included	Included	Included	Included	Included
Walls and Ceilings	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
<b>Intumescent Fireproofing</b>	110,000	93,125	110,000	110,000	110,000	110,000
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	Included	In Above	In Above	In Above	In Above
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 4 - (10)	In Above	Included	In Above	In Above	In Above	In Above
HSS Columns at 2nd Floor - 18/A64.4	In Above	5,000	In Above	In Above	In Above	In Above

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
<b>Recommendation:</b>	<b>Amount</b>					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
				Base Bid	368,123
Spec #: 099000	Included	Included			
Spec #:					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included			
Acknowledgment of Addendum 1	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
	N/A	N/A			
<b>Painting and Coating</b>					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
Bldg 3 Finish Sch - A3-53.1	Included	Included			
Bldg 4 Finish Sch - A4-53.1	Included	Included			
(2) Top Coats and (1) Coat Primer	Included	Included			
Exterior Plaster All Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
<b>Intumescent Fireproofing</b>	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
Bldg 1 - (22)	In Above	In Above			
Bldg 2 - (5)	In Above	In Above			
Bldg 3 - (4)	In Above	In Above			
Bldg 4 - (10)	In Above	In Above			
	In Above	In Above			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting			
TOTALS	478,123	453,000	0	0	0	0
<b>Recommendation:</b>	<b>Amount</b>					
Vanguard	329,600					



Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	ABC School Equip	Claridge	SDI		Date Printed	12/6/2016
	Base Bid	398,807	525,000	527,666		
Spec #: 101101	Included	Included	Included			
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	60 Days	90 Days	Included			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
<b>Visual Display Boards</b>						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(4) per Classroom & (3) in RSP Rm = (87) Total	53,650	Included	Included			
Markerboards 4x8 (164)	58,000	Included	Included			
Markerboards 4x5.5 (8)	Included	Included	Included			
Tackboards 4x8 (40)	Included	Included	Included			
Tackboards 4x6 (20)	Included	Included	Included			
Tackboards 4x5.5 (4)	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 13/A64.3	Included	Included	Included			
(3) per Classroom = (12) Total	17,400	Included	Included			
Markerboards 4x8 (12)	Included	Included	Included			
Markerboards 4x6 (4)	Included	Included	Included			
Tackboards 4x8 (10)	Included	Included	Included			
Tackboards 4x6 (6)	Included	Included	Included			
<b>TOTALS</b>	<b>527,857</b>	<b>525,000</b>	<b>527,666</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Claridge</b>	<b>525,000</b>					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	Date Printed	12/6/2016
					CA Signs - San Diego	John Pence Bldg Spec.
Base Bid	21,174	38,617	13,128	62,975	16,205	21,860
Spec #: 101400	Included	Included	Included	Included	Included	Included
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
<b>Signage</b>						
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included	Included	Included
Sign Schedule per Gen-3 Sheet & Specs	Included	Included	Included	Included	Included	Included
Room Signs	Included	Included	Included	Included	Included	Included
Exit Signs	Included	Included	Included	Included	Included	Included
Stair Signs at Classroom Bldg	Included	Included	Included	Included	Included	Included
Restroom Signs	Included	Included	Included	Included	Included	Included
Assistive Listening Signage	Included	Included	Included	Included	Included	Included
Occupancy Signs	Included	Included	Included	Included	Included	Included
ADA Signage	Included	Included	Included	Included	Included	Included
Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
<b>Site Signage</b>	Included	Included	Included	Included	Included	Included
Marquee Sign - 15/A64.4	12,330	12,330	12,330	Included	12,330	12,330
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
<b>Electronic Sign</b>	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 17/A64.4	17,627	17,627	17,627	Included	17,627	17,627
Install Daktronic Sign	5,600	5,600	5,600	Included	5,600	5,600
<b>TOTALS</b>	<b>68,831</b>	<b>79,774</b>	<b>60,785</b>	<b>69,475</b>	<b>63,862</b>	<b>69,517</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Kendall Sign</b>	<b>60,785</b>					

Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Inland Empire Arch	SDI	Russco	John Pence Bldg Spec.		
Base Bid	43,157	48,061	51,001	54,200		
Spec #: 102113.19, 102800	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Toilet Compartments &amp; Accessories</b>						
MFR - Ampco, Metpar, PSI, Scranton or Bradley	Included	Included	Included	Included		
Urinal & Vestibule Screens	Included	Included	Included	Included		
Solid Plastic Compartments	Included	Included	Included	Included		
Accessories, Hand Dryers, Mirrors, Shower Curtain Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/Broom Holder	5,600	Included	5,600	5,600		
Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2	Included	Included	Included	Included		
Rms - 103, 105, 110, 111, 203, 205	Included	Included	Included	Included		
Rm - 113	Included	Included	Included	Included		
Janitors Closets - 104, 112, 204	Included	Included	Included	Included		
Bldg 2 - MPR per 2/A2-41.1 & A2-51.1	Included	Included	Included	Included		
Rm - 114	Included	Included	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included	Included		
Rms - 117, 118	Included	Included	Included	Included		
Rm - 115	Included	Included	Included	Included		
Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2	Included	Included	Included	Included		
Rms - 107, 108, 112, 113	Included	Included	Included	Included		
Sink Vestibules 106 & 111	Included	Included	Included	Included		
Janitors Closet - 114	Included	Included	Included	Included		
<b>TOTALS</b>	<b>48,757</b>	<b>48,061</b>	<b>56,601</b>	<b>59,800</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>SDI</b>	<b>48,061</b>					

Bid Evaluation Report



Food Service Equipment	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Kamran and Co.	Kitcor	RW Smith	East Bay	Date Printed	12/6/2016
					Boelter	
Base Bid	349,000	373,116	389,400	396,000	353,000	
Spec #: 114000	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	60 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
<b>Food Service Equipment</b>						
Equip Schedule per Specs & FS-201	Included	Included	Included	Included	Included	
Kitchen in MPR Bldg 2 - A2-41.1	Included	Included	Included	Included	Included	
Remote Refrigeration Rack on Roof - A2-11.2 & FS-502	Included	Included	Included	Included	Included	
Walk-In Freezer & Cooler - FS-503	Included	Included	Included	Included	Included	
Hood Details - FS-602 & 3	Included	Included	Included	Included	Included	
Substitutions Allowed per RFI 29	Included	Included	Included	Included	Included	
<b>TOTALS</b>	<b>349,000</b>	<b>373,116</b>	<b>389,400</b>	<b>396,000</b>	<b>353,000</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Kamran and Co.</b>	<b>349,000</b>					

Bid Evaluation Report



Window Coverings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Sheward & Son & Sons	Diversified Window			Date Printed	12/6/2016
			Base Bid	24,950	41,006	
Spec #: 122113	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	90 Days	90 Days				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
<b>Window Coverings</b>	Included	Included				
MFR - Levelor, HD, Spring	Included	Included				
Bldg 3 - Admin	Included	Included				
All Windows Interior and Exterior per Note 134/A3-11.1	Included	Included				
Bldg 4 - Kindergarten	Included	Included				
Windows per Floor Plan on A4-11.1, Note 134	Included	Included				
<b>TOTALS</b>	<b>24,950</b>	<b>41,006</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Sheward &amp; Son &amp; Sons</b>	<b>24,950</b>					

Bid Evaluation Report



Elevators	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Otis					
Base Bid	135,000					
Spec #: 142010-AD1	Included					
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included					
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included					
Acknowledgment of Addendum 1	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalification per Bid Invite	N/A					
Attachment C Acknowledgement	N/A					
<b>Elevators</b>						
Deferred Approval	Included					
MFR - ThyssenKrupp, Otis or Schindler	Included					
Hydraulic Elevator	Included					
Bldg 1 - Classroom	Included					
Elevator No. 1: 3500#, 100ft/min, 2 Stops, 2 Openings per AD1 Specs	8,500					
Standard Interior Finishes per 2/Gen-6	Included					
Make Connection Between Fire Alarm Relay and Elevator Controller	Included					
Elevator Hostway Scaffolding	Included					
Hoisting	Included					
<b>TOTALS</b>	<b>143,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Otis</b>	<b>143,500</b>					

Bid Evaluation Report



Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Apex Fire Protection	Superior Fire				
Base Bid	501,200	268,790				
Spec #: 212000	Included	Included				
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included				
Acknowledgment of Addendum 1	Included	Included				
Bid Good for 60 Days	60 Days	Included				
Prevailing Wage	Included	Included				
Prequalification per Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
<b>Fire Sprinklers</b>						
MFR - Tyco	Included	Included				
Standard Upright, Pendent, Sidewall Sprinklers	Included	Included				
Bldg 1 - Classroom - FP02 & 3	Included	Included				
Bldg 2 - MPR - FP04	Included	Included				
Bldg 3 - Admin - FP05	Included	Included				
Bldg 4 - Kinder - FP06	Included	Included				
4" Fire Riser at Each Bldg - 1/FP07	Included	Included				
POC 5' Outside of Bldg	Included	Included				
Upright Sprinkler Deflectors as Shown	Included	Included				
Brass or White Finish	Included	Included				
Heads to be Centered in ACT Panels	Included	Included				
Furnish & Install Sleeves	Included	Included				
All Seismic Bracing, Hangers, Embeds as Required	Included	Included				
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included				
All Gauges, Valves, Flow and Tamper Switches	Included	Included				
Sound and Vibration Control	Included	Included				
All Bracing and Hangers - FP07	Included	Included				
Firestopping & Sealants as Required at Penetrations	Included	Included				
BIM Requirements	18,700	15,000				
<b>TOTALS</b>	<b>519,900</b>	<b>283,790</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Superior Fire</b>	<b>283,790</b>					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.	Date Printed	12/6/2016
					Base Bid	671,450
Spec #: 331000, 333000, 334000	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included		
Acknowledgment of Addendum 1	Included	Included	Included	Included		
Bid Good for 60 Days	Included	60 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Site Utilities</b>	Included	Included	Included	Included		
Utility Location (C Below)	2,450	2,450	2,450	2,450		
Cutting and Capping of Existing Utilities	Included	Included	Included	Included		
Layout and Trenching	Included	Included	Included	Included		
Sawcutting for New Utilities	3,584	3,584	3,584	Included		
Traffic Control	Included	Included	Included	Included		
Traffic Rated Trench Plates	Included	Included	Included	Included		
Temp Asphalt Patching	2,048	2,048	2,048	Included		
Excavation Spoils Stockpile	Included	Included	Included	Included		
Pressure Test and Flush System	Included	Included	Included	Included		
<b>Sewer</b>	Included	Included	Included	Included		
6" SDR 35 PVC Sewer Line	Included	Included	Included	Included		
Cleanouts (8)	Included	Included	Included	Included		
All Piping and Connections to Main line (2)	3,000	3,000	3,000	2,600		
<b>Storm Drain</b>	Included	Included	Included	Included		
6", 8", 12" & 18" HDPE Storm Drain Pipe	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basins - 10/C02 (3)	Included	Included	Included	Included		
18"x18" Prefabricated Catch Basin at Biofiltration - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		



Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
<b>Street Work (Sewer and Storm Trench Repairs Only)</b>	See Allowances	See Allowances	See Allowances	See Allowances		
Base Pave Trenches	See Allowances	See Allowances	See Allowances	See Allowances		
Trench Repair	See Allowances	See Allowances	See Allowances	See Allowances		
Grind Existing	See Allowances	See Allowances	See Allowances	See Allowances		
Overlay with 1-1/2" Asphalt	See Allowances	See Allowances	See Allowances	See Allowances		
Lane Closure/Traffic Control	See Allowances	See Allowances	See Allowances	See Allowances		
<b>Fire Water per C-08 (RFI 4)</b>	Included	Included	Included	Included		
6" & 8" Class 150 C900 PVC Water Line	Included	Included	Included	Included		
Thrust Blocks - 320/C04	Included	Included	Included	Included		
Fire Hydrants per 300/C04 (3)	Included	Included	Included	Included		
8" Double Check Detector Backflow - 311/C04	Included	Included	Included	Included		
Post Indicator Valves (3)	Included	Included	Included	Included		
FDC (3)	Included	Included	Included	Included		
Fire Hydrant Bollards/Footings - 301/C04 (12)	In Site Conc	In Site Conc	In Site Conc	In Site Conc		
Fire Sprinkler Connections - 5' Outside Bldg	3,000	3,000	3,000	2,600		
<b>Domestic Water and Irrigation</b>	Included	Included	Included	Included		
6" Class 150 C900 Water Line	Included	Included	Included	Included		
6" Meter and Backflow - 310/C04 (2)	Included	Included	Included	Included		
Connect to Existing Water Line	Included	Included	Included	Included		
<b>Gas</b>	Included	40,000	Included	Included		
Gas Lines per Plumbing P005	Included	Included	Included	Included		
Performance Contingency	N/A	N/A	45,000	N/A		
<b>TOTALS</b>	<b>698,032</b>	<b>580,128</b>	<b>519,039</b>	<b>541,895</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>J. Vega Eng.</b>	<b>519,039</b>					

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000	Included	Included	Included	Included	Included	
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days	Included	Included	Included	Included	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
<b>Plumbing</b>	Included	Included	Included	Included	Included	
Temporary Water Service & Distribution	7,500	7,500	7,500	7,500	7,500	
All Related Trenching / Backfill	Included	Included	Included	Included	Included	
Sewer and Storm Stub Out to 5' - P002	Included	Included	Included	Included	Included	
Site Gas Riser Plans - P005	Included	Included	Included	Included	Included	
Plumbing Fixtures per Sch on P004	Included	Included	Included	Included	Included	
Water Heaters - WH1-4 per 1/P503	Included	Included	Included	Included	Included	
Floor Mounted WC per RFI 44	Included	Included	Included	Included	Included	
Custodial Sinks - 4/P502	Included	Included	Included	Included	Included	
Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502 & 2/P503	Included	Included	Included	Included	Included	
Domestic Water	Included	Included	Included	Included	Included	
Sanitary Sewer	Included	Included	Included	Included	Included	
Storm Drain	Included	Included	Included	Included	Included	
Gas Piping (Shown at MPR per P2-2.1 & Admin per P3-2.2) **Missing Plan/Risers at Classroom Bldg** (RFI 45 - Not Answered With Correct Info)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	
HW / CW Piping	Included	Included	Included	Included	Included	
2, 3, 4" Sewer & Vent Piping	Included	Included	Included	Included	Included	
Storm Drain Piping	Included	Included	Included	Included	Included	
Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg. 3 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 Kindergarten	Included	Included	Included	Included	Included	
3/4" Condensate Drain Piping	Included	Included	Included	Included	Included	
Connect Sewer, DW, FW & Storm Drain Service	Included	Included	Included	Included	Included	
POC to 5' Outside of Bldg.	Included	Included	Included	Included	Included	

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Piping Insulation	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Access Panels - Furnish Only	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
Furnish and install all Metal Sleeves	Included	Included	Included	Included	Included	
Flashings at Roof Penetrations	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
All Related Caulking / Sealants	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Fire Stopping	Included	Included	Included	Included	Included	
Coring, as Required	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
Flush / Chlorinate / Disinfect Domestic Water	Included	Included	Included	Included	Included	
Ansul Gas valve	Included	Included	Included	2,500	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
<b>TOTALS</b>	<b>767,473</b>	<b>902,141</b>	<b>802,500</b>	<b>747,000</b>	<b>728,974</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Precision Plumbing</b>	<b>728,974</b>					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
Base Bid	1,258,955	1,391,229	1,384,230	1,211,000	2,104,673	
Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813	Included	Included	Included	Included	Included	
Spec #: 238000	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included	Included	Included	
Acknowledgment of Addendum 1	Included	Included	Included	Included	Included	
Bid Good for 60 Days		Included	30 Days	90 Days	Included	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	No	Yes	No	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
<b>HVAC</b>	Included	Included	Included	Included	Included	
<b>Equipment</b>	Included	Included	Included	Included	Included	
VAV - Anemostat	Included	Included	Included	Included	Included	
Fan Coil Units - Trane	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/M505	Included	Included	Included	Included	Included	
VRF Diagrams M010 - M014	Included	Included	Included	Included	Included	
Exhaust Fans - Greenheck	Included	Included	Included	Included	Included	
Makeup Air - Greenheck	Included	Included	Included	Included	Included	
Air Handling Unit - Trane	Included	Included	Included	Included	Included	
Split AC Units - Trane	Included	Included	Included	Included	Included	
Supply Fans - Anemostat	Included	Included	Included	Included	Included	
Sound Traps - IAC Acoustic	Included	Included	Included	Included	Included	
Factory Curbs/ Install	Included	Included	Included	Included	Included	
<b>Buildings</b>	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, TAC, Trane, Carrier	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
6" Conc Pads for Equip - 16/S301	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	
3 Makeup Air Units on Roof with Curbs	Included	Included	Included	Included	Included	
Kitchen Exhaust Ducting and Fans - M504 (Hood by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Climate Control	
All Duct Supports, Seismic Restraints and Bracing	Included	Included	Included	Included	Included	
Spring Isolation Hangers	Included	Included	Included	Included	Included	
Hydronic / Refrigerant Piping	Included	Included	Included	Included	Included	
Metal Ducts / Duct Work	Included	Included	Included	Included	Included	
Duct Liner	Included	Included	Included	Included	Included	
Supply & Return Air Plenums	Included	Included	Included	Included	Included	
Registers / Grilles / Diffusers	Included	Included	Included	Included	Included	
Wall Louvers	Included	Included	Included	Included	Included	
Duct Insulation	Included	Included	Included	Included	Included	
Fire / Smoke Dampers	Included	Included	Included	Included	Included	
HVAC Mounting - Mason Ind Type MC w/ Spring Mounts	Included	Included	Included	Included	Included	
Mechanical Identification	Included	Included	Included	Included	Included	
Supports / Anchors / Seismic Bracing	Included	Included	Included	Included	Included	
Flashings / Roof Jacks at Roof Penetrations	Included	Included	Included	Included	Included	
Fire Caulking / Sleeves / Firestopping	Included	Included	Included	Included	Included	
Equipment / Lifts / Hoisting	Included	Included	Included	Included	Included	
BIM Requirements	15,000	15,000	15,000	15,000	15,000	
<b>TOTALS</b>	<b>1,273,955</b>	<b>1,406,229</b>	<b>1,399,230</b>	<b>1,226,000</b>	<b>2,119,673</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Sheldon Mech.</b>	<b>1,226,000</b>					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.		Date Printed	12/6/2016
					Base Bid	2,440,000
Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265200, 265561	Included	Included	Included			
Spec #: 270536, 275116, 275123.50, 281600, 282300, 283100	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 8/1/2016 & 4/22/2016	Included	Included	Included			
Acknowledgment of Addendum 1	Included	Included	Included			
Bid Good for 60 Days	30 Days	30 days	30 Days			
Prevailing Wage	Included	Included	Included			
Prequalification per Bid Invite	Yes	Yes	Yes			
Attachment C Acknowledgement	Included	Included	Included			
<b>Electrical</b>	Included	Included	Included			
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included			
Temporary Power - Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included			
Temp Power Boxes and Cords	10,659	10,659	10,659			
Temporary Lighting	5,330	5,330	5,330			
<b>Site</b>	Included	Included	Included			
2" & 4" Conduits for Site Utilities - E1.1	Included	Included	Included			
Conduit Runs as Shown Site Plan - E1.2	Included	Included	Included			
Encase All Underground Conduits in Concrete per Note 6 on E0.1	Included	Included	Included			
Pour Back of Utility Trenches	Included	Included	Included			
Signal, Fire and Power Pull Boxes - 1/E7.7	Included	Included	Included			
Site Lighting Plan - E1.3	Included	Included	Included			
Site Lighting Fixtures, per Schedule	Included	Included	Included			
Site Signal, CCTV, FA Speakers - E1.6	Included	Included	Included			
U/G Power Distribution for Site Power	Included	Included	Included			
Electrical Vaults / Pull Boxes, as required	Included	Included	Included			
Traffic Rated Covers / Frames, as required	Included	Included	Included			
U/G Power Distribution for Site Lighting	Included	Included	Included			
<b>Buildings 1-4</b>	Included	Included	Included			
Lighting Fixtures per Schedule on E0.5	Included	Included	Included			
Mechanical Schedule - E0.6	Included	Included	Included			

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.			
Cable Schedule - E0.4	Included	Included	Included			
Main Switchboard, 1200A, 277/480V, 3PH, 4W	Included	Included	Included			
Distribution Panelboards	Included	Included	Included			
Panel Boards	Included	Included	Included			
Power Distribution	Included	Included	Included			
Conduits & Raceways	Included	Included	Included			
Terminal Cabinets & Racks	Included	Included	Included			
Cable Trays & Supports	Included	Included	Included			
Wiring / Conductors	Included	Included	Included			
Floor boxes	Included	Included	Included			
Outlet & Junction Boxes, Pull Boxes	Included	Included	Included			
Connections to Existing Generator	Included	Included	Included			
Lighting Control Panel / System	Included	Included	Included			
Emergency Lighting / Exit Signs	Included	Included	Included			
Power to Mechanical & Plumbing Equipment	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included			
Bldg 2 - MPR	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Connections for all Kitchen Equipment	Included	Included	Included			
Conduit for Theatrical Lighting	Included	Included	Included			
Elec Room 102 - E2-4.1	Included	Included	Included			
Bldg 3 - Admin	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Power for VAV & Rooftop Equipment	Included	Included	Included			
Elec Rooms 116 & 123 - E3-3.1	Included	Included	Included			
Bldg 4 - Kindergarten	Included	Included	Included			
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included			
Elec & Comm Rooms 115 & 116 - E4-3.1	Included	Included	Included			
Single Line Diagram - E4.0	Included	Included	Included			
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included			
Pendent Mounted Fixtures - 4/E7.3	Included	Included	Included			
Light Pole Footings - 5&6/E7.3	In Site Conc	In Site Conc	In Site Conc			
<b>Theatrical Lighting and Stage Dimming Equip</b>	Included	Included	Included			
MFR - Electronic Theatre Controls (ETC)	Included	Included	Included			

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.		Date Printed	12/6/2016
Bldg 2 - MPR (TL2.1.1 & 2)	Included	Included	Included			
Dimmer Racks and Controls	Included	Included	Included			
Stage Lighting Control System	Included	Included	Included			
Lighting Track & Fixtures - 10/TL8.1.1	Included	Included	Included			
Panels & Receptacles	Included	Included	Included			
<b>Miscellaneous</b>	Included	Included	Included			
Plywood Backboards	In Rough Framing	In Rough Framing	In Rough Framing			
Flashings at Penetrations	Included	Included	Included			
Caulking / Sealants	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping - 1/E0.7	Included	Included	Included			
BIM Requirements	15,000	15,000	15,000			
<b>Low Voltage Systems</b>	Included	Included	Included			
<b>Computer Network Cabling</b>	Included	Included	Included			
Communications Cabinets, Racks, Frames and Enclosures - E7.10	Included	Included	Included			
Communications Cabling	Included	Included	Included			
Devices, Equipment, Conduit & Conductors	Included	Included	Included			
<b>Public Address/Clock System</b>	Included	Included	Included			
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included			
Alt by Valcom	Included	Included	Included			
<b>Assistive Listening System</b>	Included	Included	Included			
MFR - Listen Technologies	Included	Included	Included			
FM Transmitters - LT-700 LT-800	Included	Included	Included			
Receiver - LR-100 & LR-400	Included	Included	Included			
(1) 8-Hour Training Session	Included	Included	Included			
<b>Intrusion Alarm System</b>	26,080	Included	26,080			
Contractor to Have C7 and C10 License	In Above	Included	In Above			
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
<b>Video Surveillance (CCTV) System</b>	72,395	Included	72,395			
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above			
MFRs - Per Specs	In Above	Included	In Above			
<b>Fire Detection Alarm</b>	88,292	Included	Included			
Fire Alarm System	In Above	Included	Included			
MFR - Notifier, Simens, Simplex, Johnson or Gamewill-FCI	In Above	Included	Included			
Complete Addressable Fire Alarm System	In Above	Included	Included			



Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
				Date Printed	12/6/2016	
Description	Subcontractors					
	Venco Elec.	Taft Elec.	Oilfield Elec.			
FACP, Annunciator, Devices, Equipment & Conductors	In Above	Included	Included			
Fire Alarm Details - E7.8 & 7.9	In Above	Included	Included			
Elevator System - E0.4	In Above	Included	Included			
Horns, Strobes, Pull Stations, Detectors	In Above	Included	Included			
Conduit & Back Boxes	In Above	Included	Included			
Submittals / Shop Drawings / As-Built	In Above	Included	Included			
<b>TOTALS</b>	<b>2,657,756</b>	<b>2,415,989</b>	<b>2,569,739</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Taft Elec.</b>	<b>2,415,989</b>					

Bid Evaluation Report



<b>Building Specialties</b>		<b>Elm Street Elementary School Reconstruction</b>		<b>Job Number</b>	<b>Elm</b>
				<b>Bid Date</b>	<b>12/7/2016</b>
				<b>Date Printed</b>	<b>12/6/2016</b>
<b>Div</b>	<b>Description</b>	<b>Amount</b>	<b>Recommended Subcontractor</b>	<b>Bids Received</b>	
<b>104400</b>	<b>Fire Extinguishers &amp; Specialties</b>	6,150	Glendon Co.	5	
	FEC at Elec Yard - Surface Mount per 16/A64.4 (1)				
	Bldg 1 - FEC 1/A64.4 (22)				
	Bldg 2 - FEC 1/A64.4 (3)				
	Bldg 3 - FEC 1/A64.4 (3)				
	Bldg 4 - FEC 1/A64.4 (2)				
<b>105100</b>	<b>Lockers</b>	1,650	John Pence	3	
	MFR - Art Metal, Penco, Republic				
	Locker Alcove 2-113				
	2-Tier Lockers per 6&7/A64.4				
<b>107500</b>	<b>Flagpoles</b>	4,293	Pole Tech	2	
	Flag Pole 35' per 8/A64.4 (1)				
	Set Pole				
	Footing per Site Concrete				
<b>114800</b>	<b>Physical Education Equipment</b>	5,150	Bernards		
	MFR - Jaypro, Cassidy, Draper				
	Volleyball Sleeves, Standards, Net, Antenna				
	Ref Stand and Pad				
<b>124813</b>	<b>Entrance Floor Mats</b>	N/A	N/A		
	MFR - AFP, RC Musson, Pawling				
	Rubber Mat 1/4" Thick, 48x72				
<b>126823</b>	<b>Folding Cafeteria Tables</b>	OFOI	OFOI		
<b>N/A</b>	<b>Misc Site Furnishings</b>	128,099	Bernards		
	Benches at Site per S32/A0-1.1 (18)				
	Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5				
	Relocate Existing Playground Equipment and Reinstall at New Areas - S39/A0-1.1				
	New Conc Footings (TBD)				
	Basketball Pole & Basket - 7/A63.6 (6)				
	Coat Hooks - 14/A64.4				
	Dull Chrome - Single				
	MFR - McMaster-Carr 1760A2 Wall-Mount Hook, Chrome-Plated Brass, 1-1/4" Wide x 1-1/2" High x 1-5/8" Deep				
	Bldg 1 = 544				
	Bldg 4 = 60				
<b>N/A</b>	<b>Misc Equipment (TV's)</b>	121,300	Bernards		
	TV's in Classrooms				
	MFR - Sharp 50" & 60" LE65OU				
	Wall Mount - Chief TS318TU				
	Ceiling Mount - Chief MCM1U				
	Bldg 1 - Classroom				
	60" TV's in Classroom Bldg per 9/A64.4 (62)				
	TV Mounts (62)				
	Bldg 4 - Kindergarten				
	50" TV's in Classroom Bldg per 11/A64.3 (4)				
	TV Mounts (4)				
<b>N/A</b>	<b>Final Cleanup</b>	68,534	Bernards		
	Exterior				
	Interior				
	<b>Total</b>	<b>335,176</b>	<b>Bids Received</b>	<b>10</b>	



555 First Street  
San Fernando, California 91340  
T 818.898.1521 F 818.838.7956  
www.bernards.com

## OXNARD SCHOOL DISTRICT



# ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

To: Marlene Hickle  
Caldwell Flores Winters, Inc.  
1901 S. Victoria Avenue #106  
Oxnard, CA 93035

**SITE LEASE**

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this Fourteenth day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Bernards, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor") as lessee.

**RECITALS**

WHEREAS the District desires to provide for the financing and construction of certain public improvements more fully described in a Construction Services Agreement between the District and Contractor, dated as of the date hereof (the "Project") situated at Elm Street Elementary School, 450 East Elm Street, Oxnard, CA 93033, within the District, as more fully set forth in **Exhibit A** attached hereto (the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, the District's governing body has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to finance the Project by leasing to Contractor the land and the existing building(s) on the Site on which the public improvements are to be constructed and subleasing from Contractor the Site, including the Project, under a Sublease Agreement effective as of the date hereof (the "Sublease"); and

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

**SECTION 1. Site Lease**

The District leases to Contractor, and Contractor leases from the District, on the terms and conditions set forth herein, the Site situated in the County of Ventura, State of California, more specifically described in **Exhibit A** attached hereto and incorporated by reference herein, including any real property improvements now or hereafter affixed thereto.

**SECTION 2. Term**

The term of this Site Lease shall commence as of the date above and shall terminate on the last day of the term of the Sublease

**SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

(a) The District has good title to the Site.

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens

**SITE LEASE AGREEMENT #16-200**

for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous

**SITE LEASE AGREEMENT #16-200**

Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

**SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

**SITE LEASE AGREEMENT #16-200**

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

**SECTION 5. Rental**

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar (\$1.00) per year, the first payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

**SECTION 6. Purpose**

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

**SECTION 7. Termination**

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

**SECTION 8. Quiet Enjoyment**

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

**SECTION 9. No Liens**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

**SECTION 10. Right of Entry**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

**SECTION 11. Assignment and Subleasing**

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

**SECTION 12. No Waste**

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

**SECTION 13. Default**

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

**SECTION 14. Eminent Domain**

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

**SECTION 15. Taxes**

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

**SECTION 16. Severability**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall



**SITE LEASE AGREEMENT #16-200**

be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 17. Notices**

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

If to Contractor:

Bernards  
555 First Street  
San Fernando, CA 91340  
Attn: Rick Fochtman

If to the District:

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

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

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

**SECTION 18. Construction Services Agreement and Sublease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

**SECTION 19. Binding Effect**

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**SECTION 20. Entire Agreement**

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

**SECTION 21. Execution in Counterparts**

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

**SECTION 22. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

**SECTION 23. Applicable Law**

This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 24. Headings**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

**SECTION 25. Time**

Time is of the essence in this Site Lease and each and all of its provisions.

**SITE LEASE AGREEMENT #16-200**

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

CONTRACTOR

THE DISTRICT

Bernards

Oxnard School District,  
a California school district

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

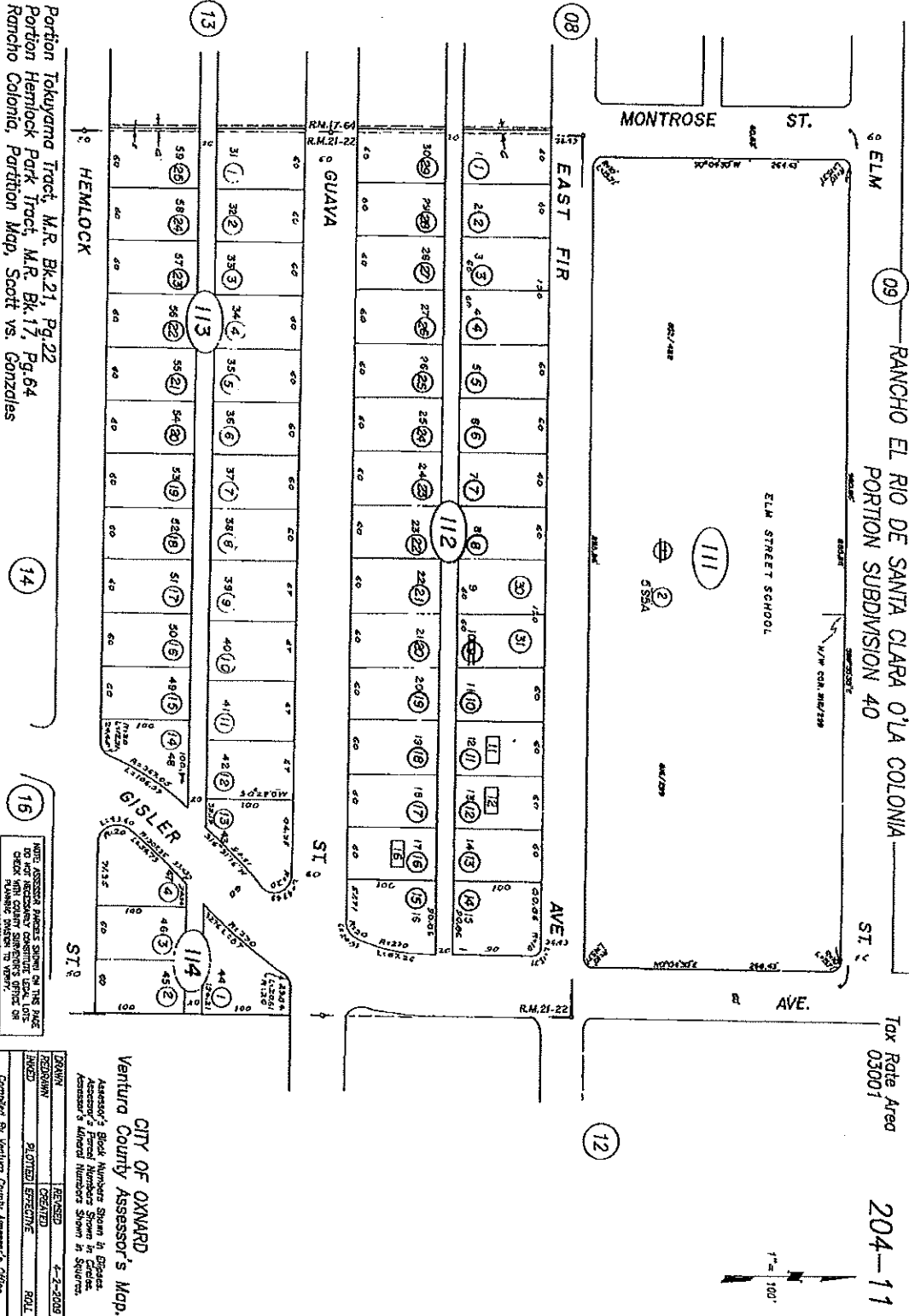
**SITE LEASE AGREEMENT #16-200**

**EXHIBIT A**

**Legal Description of Site**

SITE LEASE AGREEMENT #16-200

ATTACHMENT "A"



Portion Tokuyama Tract, M.R. Bk.21, Pg.22  
 Portion Herrick Park Tract, M.R. Bk.17, Pg.64  
 Rancho Colonia, Partition Map, Scott vs. Gonzales

14

16

NOTE: ASSessor PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LOCAL LOTS. CHECK WITH COUNTY SURVEYOR'S OFFICE OR SURVEYOR'S PLANS TO VERIFY.

FORWAVE	RECEIVED	4-2-2009
RECORDED	CREATED	
INDEXED	PLOTTED/EFFECTIVE	ROL

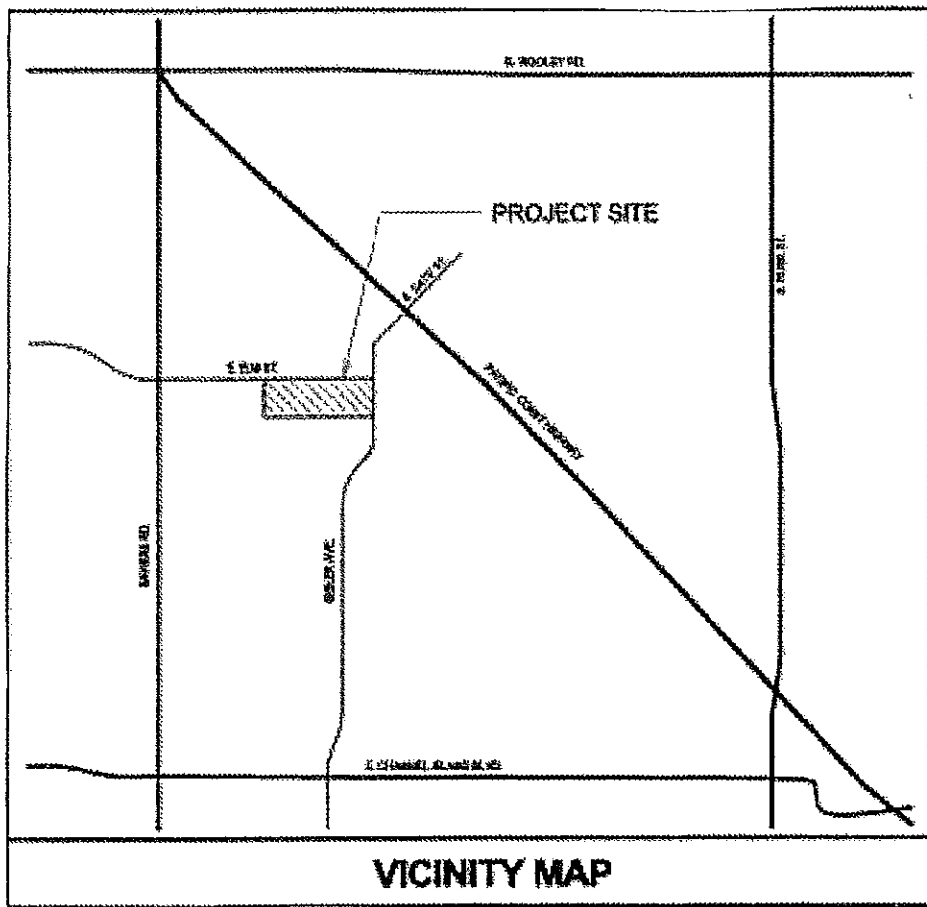
Compiled by Ventura County Assessor's Office

CITY OF OXNARD  
 Ventura County Assessor's Map.  
 Assessor's Block Numbers Shown in Orange  
 Assessor's Parcel Numbers Shown in Green  
 Assessor's Acreal Numbers Shown in Yellow

Roll-Year 09-10		BK. 204, PG. 11 REVISION LOG		VOID	RESIDUAL	NEW
DATE	REFERENCE DOC.	Code	EXPLANATION Description	A.P.N.(s)	A.P.N.(s)	A.P.N.(s)
6/9/2008	211172	Correction	Correction Map Ref.			

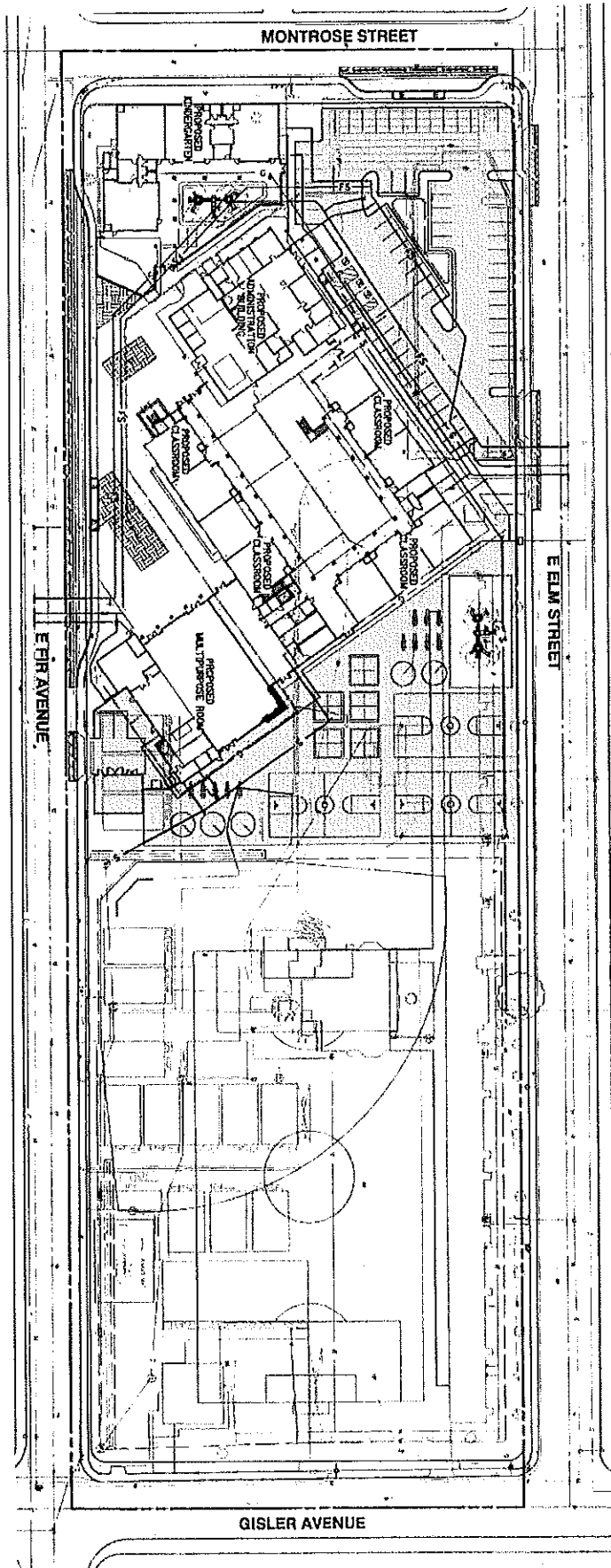
SITE LEASE AGREEMENT #16-200

ATTACHMENT "A"



SITE LEASE AGREEMENT #16-200

ATTACHMENT "A" – SITE PLAN



## SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") is entered into this Fourteenth (14<sup>th</sup>) day of December, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as sub-lessee, and Bernards, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor") as sub-lessor.

### RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") situated at Elm Street Elementary School, 450 East Elm Street, Oxnard, CA 93033 within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

### **SECTION 1. Sublease**

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.



**SECTION 2. Term**

(a) The term of the Sublease (the ‘Term’) shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

(1) The date the District takes beneficial occupancy of the final phase of the Project; or

(2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.

(b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

(1) An Event of Default by the District as defined herein and Contractor’s election to terminate this Sublease as permitted herein; or

(2) An Event of Default by Contractor as defined herein and the District’s election to terminate this Sublease as permitted herein; or

(3) Consummation of the District’s purchase option pursuant to Section 20 of this Sublease.

**SECTION 3. Representations and Warranties of the District**

The District represents and warrants to Contractor that:

(a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.

(b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.

(c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.

(d) To the best of the District’s knowledge, there is no litigation of any kind currently pending or threatened regarding the District’s use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

**SECTION 4. Representations and Warranties of Contractor**

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

**SECTION 5. Construction/Acquisition**

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to

reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

**SECTION 6. Payments**

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

**SECTION 7. Fair Rental Value**

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

**SECTION 8. Sublease Abatement**

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any

period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

**SECTION 9. Use of Site and Project**

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

**SECTION 10. Contractor's Inspection/Access to Site**

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

**SECTION 11. Project Acceptance**

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance

with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

**SECTION 12. Alterations and Attachments**

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

**SECTION 13. Physical Damage; Public Liability Insurance**

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

**SECTION 14. Taxes**

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

**SECTION 15. Events of Default**

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

**SECTION 16. Remedies on Default**

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

**SECTION 17. Non-Waiver**

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

**SECTION 18. Assignment**

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq.* Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

**SECTION 19. Ownership**

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

**SECTION 20. Sublease Prepayments/Purchase Option**

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement

## #16-201

Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

## #16-201

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments (“retention”) made at Contractor’s request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor’s interest in the Project. Following the closing of the District’s purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

### **SECTION 21. Indemnification**

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

### **SECTION 22. Construction Services Agreement and Site Lease**

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

### **SECTION 23. Severability**

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

### **SECTION 24. Entire Agreement**

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

### **SECTION 25. Notices**

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in



**#16-201**

accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards  
555 First Street  
San Fernando, CA 91340  
Attn: Rick Fochtman

If to the District:

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

With a copy to Nitasha Sawhney,

Garcia, Hernandez, Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett

Caldwell Flores Winters, Inc.  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

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

**SECTION 26. Titles**

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

**SECTION 27. Time**

Time is of the essence in this Sublease and each and all of its provisions.

**SECTION 28. Applicable Law**

This Sublease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice

of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

**SECTION 29. Execution in Counterparts**

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

**SECTION 30. District Insurance**

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

**#16-201**

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

CONTRACTOR

THE DISTRICT

Bernards

Oxnard School District,  
a California school district

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**PAYMENT PROVISIONS**

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Sublease Tenant Improvement Payments Amount in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in the amount of \$97,112.00 per month including principal and interest at 4% per annum. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and continue for a total of 12 months.

**BOARD AGENDA ITEM**

**Name of Contributor:** Lisa Cline

**Date of Meeting:** 12/7/16

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A-1: PRELIMINARY \_\_\_\_\_
- SECTION A-II: REPORTS \_\_\_\_\_
- SECTION B: HEARINGS \_\_\_\_\_
- SECTION C: CONSENT AGENDA   X

- Agreement Category:
- \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities

- SECTION D: ACTION \_\_\_\_\_
- SECTION F: BOARD POLICIES   1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Disposal of Surplus Personal Property (Cline/Franz)**

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The district owns surplus personal property as shown on the attached list dated December 2016. Items deemed suitable will be tagged for sale at our next surplus sale, and all other items will be disposed of and/or recycled at the appropriate facilities. It is requested that the Board of Trustees declare this property obsolete and approve the sale and/or disposal per California Education Code §17546 which permits the disposal of personal property with a value of less than \$2,500.00.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare the above surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.

**ADDITIONAL MATERIAL(S):**

**Attached:**     List of Personal Property – December 2016 (12 Pages)



# OXNARD SCHOOL DISTRICT

1051 SOUTH A STREET • OXNARD CALIFORNIA 93030 • 805/385-1501

**To:** Lisa Franz  
Purchasing Director

**From:** David Hornback  
Warehouse Manager

**Date:** December 2, 2016

**Subject:** Disposal of surplus personal property

The attached list is for Board approval on District surplus of personal property. These items have been identified as no longer usable, damaged or beyond repair. We will dispose and/or recycle items at the appropriate facilities. The items deemed suitable will be tagged for sale at our next surplus sale.

If you would please forward this request to be in the next available board meeting. We would like to proceed with processing this surplus as soon as possible.

Thank You

**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
1	N/A	7374	CPU	N/A	SUR	COMPUTER	1
2	N/A	7391	CPU	N/A	SUR	COMPUTER	1
3	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
4	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
5	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
6	N/A	A2115	CPU	N/A	SUR	COMPUTER	1
7	N/A	N/A	CARPET EXTRACTOR	N/A	SUR	EQUIPMENT	1
8	N/A	N/A	TV	N/A	SUR	EQUIPMENT	1
9	N/A	N/A	TV	N/A	SUR	EQUIPMENT	1
10	N/A	N/A	SPEAKERS	N/A	SUR	EQUIPMENT	2
11	N/A	N/A	AMP	N/A	SUR	EQUIPMENT	1
12	N/A	N/A	VCR	N/A	SUR	EQUIPMENT	1
13	N/A	N/A	SOUND MACHINE	N/A	SUR	EQUIPMENT	1
14	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
15	N/A	120204	CPU	N/A	SUR	COMPUTER	1
16	N/A	120194	CPU	N/A	SUR	COMPUTER	1
17	N/A	120189	CPU	N/A	SUR	COMPUTER	1
18	N/A	120228	CPU	N/A	SUR	COMPUTER	1
19	N/A	120084	CPU	N/A	SUR	COMPUTER	1
20	N/A	127412	CPU	N/A	SUR	COMPUTER	1
21	N/A	120083	CPU	N/A	SUR	COMPUTER	1
22	N/A	120207	CPU	N/A	SUR	COMPUTER	1
23	N/A	120193	CPU	N/A	SUR	COMPUTER	1
24	N/A	120081	CPU	N/A	SUR	COMPUTER	1
25	N/A	120191	CPU	N/A	SUR	COMPUTER	1
26	N/A	120078	CPU	N/A	SUR	COMPUTER	1
27	N/A	120200	CPU	N/A	SUR	COMPUTER	1
28	N/A	120077	CPU	N/A	SUR	COMPUTER	1
29	N/A	120205	CPU	N/A	SUR	COMPUTER	1
30	N/A	120197	CPU	N/A	SUR	COMPUTER	1
31	N/A	120080	CPU	N/A	SUR	COMPUTER	1
32	N/A	120082	CPU	N/A	SUR	COMPUTER	1
33	N/A	120209	CPU	N/A	SUR	COMPUTER	1
34	N/A	120188	CPU	N/A	SUR	COMPUTER	1
35	N/A	120192	CPU	N/A	SUR	COMPUTER	1
36	N/A	120076	CPU	N/A	SUR	COMPUTER	1
37	N/A	120208	CPU	N/A	SUR	COMPUTER	1
38	N/A	120201	CPU	N/A	SUR	COMPUTER	1
39	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
40	N/A	120190	CPU	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
41	N/A	121658	CPU	N/A	SUR	COMPUTER	1
42	N/A	121579	CPU	N/A	SUR	COMPUTER	1
43	N/A	126253	CPU	N/A	SUR	COMPUTER	1
44	N/A	123785	CPU	N/A	SUR	COMPUTER	1
45	N/A	123787	CPU	N/A	SUR	COMPUTER	1
46	N/A	123783	CPU	N/A	SUR	COMPUTER	1
47	N/A	123791	CPU	N/A	SUR	COMPUTER	1
48	N/A	123788	CPU	N/A	SUR	COMPUTER	1
49	N/A	123784	CPU	N/A	SUR	COMPUTER	1
50	N/A	123786	CPU	N/A	SUR	COMPUTER	1
51	N/A	123790	CPU	N/A	SUR	COMPUTER	1
52	N/A	126230	CPU	N/A	SUR	COMPUTER	1
53	N/A	125867	CPU	N/A	SUR	COMPUTER	1
54	N/A	126252	CPU	N/A	SUR	COMPUTER	1
55	N/A	126215	CPU	N/A	SUR	COMPUTER	1
56	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
57	N/A	126265	CPU	N/A	SUR	COMPUTER	1
58	N/A	126223	CPU	N/A	SUR	COMPUTER	1
59	N/A	125860	CPU	N/A	SUR	COMPUTER	1
60	N/A	125848	CPU	N/A	SUR	COMPUTER	1
61	N/A	126222	CPU	N/A	SUR	COMPUTER	1
62	N/A	127416	CPU	N/A	SUR	COMPUTER	1
63	N/A	127420	CPU	N/A	SUR	COMPUTER	1
64	N/A	127406	CPU	N/A	SUR	COMPUTER	1
65	N/A	127407	CPU	N/A	SUR	COMPUTER	1
66	N/A	127410	CPU	N/A	SUR	COMPUTER	1
67	N/A	127425	CPU	N/A	SUR	COMPUTER	1
68	N/A	126248	CPU	N/A	SUR	COMPUTER	1
69	N/A	127408	CPU	N/A	SUR	COMPUTER	1
70	N/A	127409	CPU	N/A	SUR	COMPUTER	1
71	N/A	127424	CPU	N/A	SUR	COMPUTER	1
72	N/A	127427	CPU	N/A	SUR	COMPUTER	1
73	N/A	127414	CPU	N/A	SUR	COMPUTER	1
74	N/A	126257	CPU	N/A	SUR	COMPUTER	1
75	N/A	126218	CPU	N/A	SUR	COMPUTER	1
76	N/A	125861	CPU	N/A	SUR	COMPUTER	1
77	N/A	125852	CPU	N/A	SUR	COMPUTER	1
78	N/A	126276	CPU	N/A	SUR	COMPUTER	1
79	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
80	N/A	125869	CPU	N/A	SUR	COMPUTER	1



**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
81	N/A	125845	CPU	N/A	SUR	COMPUTER	1
82	N/A	126274	CPU	N/A	SUR	COMPUTER	1
83	N/A	126261	CPU	N/A	SUR	COMPUTER	1
84	N/A	126227	CPU	N/A	SUR	COMPUTER	1
85	N/A	126243	CPU	N/A	SUR	COMPUTER	1
86	N/A	125886	CPU	N/A	SUR	COMPUTER	1
87	N/A	126247	CPU	N/A	SUR	COMPUTER	1
88	N/A	124997	CPU	N/A	SUR	COMPUTER	1
89	N/A	126240	CPU	N/A	SUR	COMPUTER	1
90	N/A	125864	CPU	N/A	SUR	COMPUTER	1
91	N/A	125842	CPU	N/A	SUR	COMPUTER	1
92	N/A	126285	CPU	N/A	SUR	COMPUTER	1
93	N/A	126255	CPU	N/A	SUR	COMPUTER	1
94	N/A	124998	CPU	N/A	SUR	COMPUTER	1
95	N/A	126278	CPU	N/A	SUR	COMPUTER	1
96	N/A	126224	CPU	N/A	SUR	COMPUTER	1
97	N/A	125865	CPU	N/A	SUR	COMPUTER	1
98	N/A	126246	CPU	N/A	SUR	COMPUTER	1
99	N/A	126249	CPU	N/A	SUR	COMPUTER	1
100	N/A	126225	CPU	N/A	SUR	COMPUTER	1
101	N/A	125904	CPU	N/A	SUR	COMPUTER	1
102	N/A	125859	CPU	N/A	SUR	COMPUTER	1
103	N/A	126271	CPU	N/A	SUR	COMPUTER	1
104	N/A	125843	CPU	N/A	SUR	COMPUTER	1
105	N/A	126272	CPU	N/A	SUR	COMPUTER	1
106	N/A	126221	CPU	N/A	SUR	COMPUTER	1
107	N/A	126214	CPU	N/A	SUR	COMPUTER	1
108	N/A	126313	CPU	N/A	SUR	COMPUTER	1
109	N/A	125902	CPU	N/A	SUR	COMPUTER	1
110	N/A	125871	CPU	N/A	SUR	COMPUTER	1
111	N/A	125863	CPU	N/A	SUR	COMPUTER	1
112	N/A	126259	CPU	N/A	SUR	COMPUTER	1
113	N/A	126217	CPU	N/A	SUR	COMPUTER	1
114	N/A	125875	CPU	N/A	SUR	COMPUTER	1
115	N/A	125854	CPU	N/A	SUR	COMPUTER	1
116	N/A	125849	CPU	N/A	SUR	COMPUTER	1
117	N/A	126283	CPU	N/A	SUR	COMPUTER	1
118	N/A	126260	CPU	N/A	SUR	COMPUTER	1
119	N/A	126270	CPU	N/A	SUR	COMPUTER	1
120	N/A	126219	CPU	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
121	N/A	126239	CPU	N/A	SUR	COMPUTER	1
122	N/A	123789	CPU	N/A	SUR	COMPUTER	1
123	N/A	125872	CPU	N/A	SUR	COMPUTER	1
124	N/A	125857	CPU	N/A	SUR	COMPUTER	1
125	N/A	126275	CPU	N/A	SUR	COMPUTER	1
126	N/A	126256	CPU	N/A	SUR	COMPUTER	1
127	N/A	126291	CPU	N/A	SUR	COMPUTER	1
128	N/A	126220	CPU	N/A	SUR	COMPUTER	1
129	N/A	125903	CPU	N/A	SUR	COMPUTER	1
130	N/A	125856	CPU	N/A	SUR	COMPUTER	1
131	N/A	126250	CPU	N/A	SUR	COMPUTER	1
132	N/A	126266	CPU	N/A	SUR	COMPUTER	1
133	N/A	126216	CPU	N/A	SUR	COMPUTER	1
134	N/A	125874	CPU	N/A	SUR	COMPUTER	1
135	N/A	126855	CPU	N/A	SUR	COMPUTER	1
136	N/A	126284	CPU	N/A	SUR	COMPUTER	1
137	N/A	126258	CPU	N/A	SUR	COMPUTER	1
138	N/A	126267	CPU	N/A	SUR	COMPUTER	1
139	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
140	N/A	10584	CPU	N/A	SUR	COMPUTER	1
141	N/A	5658	CPU	N/A	SUR	COMPUTER	1
142	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
143	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
144	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
145	N/A	9209	CPU	N/A	SUR	COMPUTER	1
146	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
147	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
148	N/A	N/A	DVD PLAYER	N/A	SUR	EQUIPMENT	1
149	N/A	N/A	VHS	N/A	SUR	EQUIPMENT	1
150	N/A	N/A	SPEAKERS	N/A	SUR	EQUIPMENT	1
151	N/A	N/A	CASSETTE RECORDER	N/A	SUR	EQUIPMENT	1
152	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
153	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
154	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
155	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
156	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
157	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
158	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
159	N/A	N/A	1 BOX OF HEADPHONES	N/A	SUR	EQUIPMENT	1
160	N/A	N/A	1 BOX OF KEYBOARDS	N/A	SUR	EQUIPMENT	1

**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
161	N/A	N/A	DOCKING STATION	N/A	SUR	COMPUTER	6
162	N/A	N/A	2 BOXES OF MONITOR STANDS	N/A	SUR	COMPUTER	1
163	N/A	N/A	TV	N/A	SUR	EQUIPMENT	1
164	N/A	N/A	WHEELCHAIR	N/A	SUR	EQUIPMENT	1
165	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
166	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
167	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
168	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
169	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
170	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
171	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
172	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
173	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	8
174	N/A	N/A	TV	N/A	SUR	EQUIPMENT	1
175	N/A	N/A	VCR	N/A	SUR	EQUIPMENT	1
176	N/A	5300019	TYPEWRITER	N/A	SUR	EQUIPMENT	1
177	N/A	N/A	PORTABLE RADIO	N/A	SUR	EQUIPMENT	1
178	N/A	N/A	PORTABLE RADIO	N/A	SUR	EQUIPMENT	1
179	N/A	N/A	CARPET CLEANER	N/A	SUR	EQUIPMENT	1
180	N/A	N/A	TV	N/A	SUR	EQUIPMENT	1
181	N/A	N/A	VCR	N/A	SUR	EQUIPMENT	1
182	N/A	N/A	PRINTER	N/A	SUR	EQUIPMENT	1
183	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	3
184	N/A	123311	CPU	N/A	SUR	COMPUTER	1
185	N/A	9511	CPU	N/A	SUR	COMPUTER	1
186	N/A	9457	CPU	N/A	SUR	COMPUTER	1
187	N/A	124621	CPU	N/A	SUR	COMPUTER	1
188	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
189	N/A	11526	CPU	N/A	SUR	COMPUTER	1
190	N/A	9525	CPU	N/A	SUR	COMPUTER	1
191	N/A	9678	CPU	N/A	SUR	COMPUTER	1
192	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
193	N/A	N/A	ALPHA SMART	N/A	SUR	COMPUTER	14
194	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1
195	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	20
196	N/A	122354	CPU	N/A	SUR	COMPUTER	1
197	N/A	122336	CPU	N/A	SUR	COMPUTER	1
198	N/A	11248	CPU	N/A	SUR	COMPUTER	1
199	N/A	125321	CPU	N/A	SUR	COMPUTER	1
200	N/A	124435	CPU	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
201	N/A	124438	CPU	N/A	SUR	COMPUTER	1
202	N/A	124432	CPU	N/A	SUR	COMPUTER	1
203	N/A	124439	CPU	N/A	SUR	COMPUTER	1
204	N/A	125919	CPU	N/A	SUR	COMPUTER	1
205	N/A	125920	CPU	N/A	SUR	COMPUTER	1
206	N/A	125318	CPU	N/A	SUR	COMPUTER	1
207	N/A	124412	CPU	N/A	SUR	COMPUTER	1
208	N/A	124441	CPU	N/A	SUR	COMPUTER	1
209	N/A	125143	CPU	N/A	SUR	COMPUTER	1
210	N/A	125117	CPU	N/A	SUR	COMPUTER	1
211	N/A	125146	CPU	N/A	SUR	COMPUTER	5
212	N/A	125121	CPU	N/A	SUR	COMPUTER	1
213	N/A	125140	CPU	N/A	SUR	COMPUTER	1
214	N/A	125131	CPU	N/A	SUR	COMPUTER	1
215	N/A	125138	CPU	N/A	SUR	COMPUTER	1
216	N/A	125104	CPU	N/A	SUR	COMPUTER	1
217	N/A	125141	CPU	N/A	SUR	COMPUTER	1
218	N/A	125151	CPU	N/A	SUR	COMPUTER	1
219	N/A	125113	CPU	N/A	SUR	COMPUTER	1
220	N/A	125126	CPU	N/A	SUR	COMPUTER	1
221	N/A	125350	CPU	N/A	SUR	COMPUTER	1
222	N/A	125149	CPU	N/A	SUR	COMPUTER	1
223	N/A	125125	CPU	N/A	SUR	COMPUTER	1
224	N/A	125130	CPU	N/A	SUR	COMPUTER	1
225	N/A	125120	CPU	N/A	SUR	COMPUTER	1
226	N/A	125124	CPU	N/A	SUR	COMPUTER	1
227	N/A	125127	CPU	N/A	SUR	COMPUTER	1
228	N/A	125101	CPU	N/A	SUR	COMPUTER	1
229	N/A	125115	CPU	N/A	SUR	COMPUTER	1
230	N/A	125114	CPU	N/A	SUR	COMPUTER	1
231	N/A	125144	CPU	N/A	SUR	COMPUTER	1
232	N/A	125139	CPU	N/A	SUR	COMPUTER	1
233	N/A	125148	CPU	N/A	SUR	COMPUTER	1
234	N/A	125108	CPU	N/A	SUR	COMPUTER	1
235	N/A	125147	CPU	N/A	SUR	COMPUTER	1
236	N/A	N/A	MONITORS	N/A	SUR	COMPUTER	1
237	N/A	120476	CPU	N/A	SUR	COMPUTER	1
238	N/A	11669	CPU	N/A	SUR	COMPUTER	1
239	N/A	10494	CPU	N/A	SUR	COMPUTER	1
240	N/A	11660	CPU	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
241	N/A	120497	CPU	N/A	SUR	COMPUTER	1
242	N/A	120432	CPU	N/A	SUR	COMPUTER	1
243	N/A	11861	CPU	N/A	SUR	COMPUTER	1
244	N/A	10496	CPU	N/A	SUR	COMPUTER	1
245	N/A	11273	CPU	N/A	SUR	COMPUTER	1
246	N/A	10491	CPU	N/A	SUR	COMPUTER	1
247	N/A	12506	CPU	N/A	SUR	COMPUTER	1
248	N/A	11858	CPU	N/A	SUR	COMPUTER	1
249	N/A	122350	CPU	N/A	SUR	COMPUTER	1
250	N/A	122351	CPU	N/A	SUR	COMPUTER	1
251	N/A	122344	CPU	N/A	SUR	COMPUTER	1
252	N/A	122345	CPU	N/A	SUR	COMPUTER	1
253	N/A	122349	CPU	N/A	SUR	COMPUTER	1
254	N/A	122346	CPU	N/A	SUR	COMPUTER	1
255	N/A	122338	CPU	N/A	SUR	COMPUTER	1
256	N/A	122337	CPU	N/A	SUR	COMPUTER	1
257	N/A	122339	CPU	N/A	SUR	COMPUTER	1
258	N/A	122352	CPU	N/A	SUR	COMPUTER	1
259	N/A	122355	CPU	N/A	SUR	COMPUTER	1
260	N/A	122341	CPU	N/A	SUR	COMPUTER	1
261	N/A	122348	CPU	N/A	SUR	COMPUTER	1
262	N/A	120505	CPU	N/A	SUR	COMPUTER	1
263	N/A	11850	CPU	N/A	SUR	COMPUTER	1
264	N/A	11295	CPU	N/A	SUR	COMPUTER	1
265	N/A	120433	CPU	N/A	SUR	COMPUTER	1
266	N/A	10498	CPU	N/A	SUR	COMPUTER	1
267	N/A	11286	CPU	N/A	SUR	COMPUTER	1
268	N/A	10488	CPU	N/A	SUR	COMPUTER	1
269	N/A	10487	CPU	N/A	SUR	COMPUTER	1
270	N/A	11643	CPU	N/A	SUR	COMPUTER	1
271	N/A	10483	CPU	N/A	SUR	COMPUTER	1
272	N/A	11658	CPU	N/A	SUR	COMPUTER	1
273	N/A	10490	CPU	N/A	SUR	COMPUTER	1
274	N/A	11279	CPU	N/A	SUR	COMPUTER	1
275	N/A	11670	CPU	N/A	SUR	COMPUTER	1
276	N/A	11659	CPU	N/A	SUR	COMPUTER	1
277	N/A	11666	CPU	N/A	SUR	COMPUTER	1
278	N/A	11279	CPU	N/A	SUR	COMPUTER	1
279	N/A	11300	CPU	N/A	SUR	COMPUTER	1
280	N/A	11670	CPU	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
281	N/A	11251	CPU	N/A	SUR	COMPUTER	1
282	N/A	120483	CPU	N/A	SUR	COMPUTER	1
283	N/A	11288	CPU	N/A	SUR	COMPUTER	1
284	N/A	122342	CPU	N/A	SUR	COMPUTER	1
285	N/A	122340	CPU	N/A	SUR	COMPUTER	1
286	N/A	122353	CPU	N/A	SUR	COMPUTER	1
287	N/A	N/A	TV	N/A	SUR	EQUIPMENT	1
288	N/A	N/A	TV	N/A	SUR	EQUIPMENT	1
289	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
290	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
291	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
292	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
293	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
294	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
295	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
296	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
297	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
298	N/A	7455	CAMERA	N/A	SUR	EQUIPMENT	1
299	N/A	N/A	CAMERA	N/A	SUR	EQUIPMENT	1
300	N/A	8865	VIDEO CAMERA	N/A	SUR	EQUIPMENT	1
301	N/A	N/A	CAMERA	N/A	SUR	EQUIPMENT	1
302	N/A	8866	CAMERA	N/A	SUR	EQUIPMENT	1
303	N/A	N/A	MONITORS	N/A	SUR	COMPUTER	7
304	N/A	123058	PROJECTOR	N/A	SUR	COMPUTER	1
305	N/A	123081	CAMERA	N/A	SUR	COMPUTER	1
306	N/A	123072	CAMERA	N/A	SUR	COMPUTER	1
307	N/A	N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
308	N/A	124269	CPU	N/A	SUR	COMPUTER	1
309	N/A	121595	CPU	N/A	SUR	COMPUTER	1
310	N/A	121772	CPU	N/A	SUR	COMPUTER	1
311	N/A	129270	CPU	N/A	SUR	COMPUTER	1
312	N/A	124286	CPU	N/A	SUR	COMPUTER	1
313	N/A	121091	CPU	N/A	SUR	COMPUTER	1
314	N/A	121584	CPU	N/A	SUR	COMPUTER	1
315	N/A	124287	CPU	N/A	SUR	COMPUTER	1
316	N/A	121817	CPU	N/A	SUR	COMPUTER	1
317	N/A	121812	CPU	N/A	SUR	COMPUTER	1
318	N/A	121790	CPU	N/A	SUR	COMPUTER	1
319	N/A	9522	SERVER	N/A	SUR	COMPUTER	1
320	N/A	N/A	SERVER	FQIH3F1	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
321	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	3
322	N/A	11592	PROJECTOR	N/A	SUR	EQUIPMENT	1
323	N/A	6015	PROJECTOR	N/A	SUR	EQUIPMENT	1
324	N/A	120437	PROJECTOR	N/A	SUR	EQUIPMENT	1
325	N/A	123667	CPU	N/A	SUR	COMPUTER	1
326	N/A	123646	CPU	N/A	SUR	COMPUTER	1
327	N/A	120437	CPU	N/A	SUR	COMPUTER	1
328	N/A	120551	DOCUMENT CAMERA	N/A	SUR	COMPUTER	1
329	N/A	121758	CPU	N/A	SUR	COMPUTER	1
330	N/A	121757	CPU	N/A	SUR	COMPUTER	1
331	N/A	123312	CPU	N/A	SUR	COMPUTER	1
332	N/A	122275	CPU	N/A	SUR	COMPUTER	1
333	N/A	122287	CPU	N/A	SUR	COMPUTER	1
334	N/A	122291	CPU	N/A	SUR	COMPUTER	1
335	N/A	122281	CPU	N/A	SUR	COMPUTER	1
336	N/A	9100	ACCU CUT	N/A	SUR	EQUIPMENT	1
337	N/A	N/A	MONITOR	N/A	SUR	COMPUTER	1
338	N/A	N/A	PROJECTOR	N/A	SUR	COMPUTER	1
339	N/A	N/A	MOITORS	N/A	SUR	COMPUTER	5
340	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
341	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
342	N/A	N/A	BOX OF CABLES/KEYBOARDS	N/A	SUR	COMPUTER	1
343	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
344	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1
345	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
346	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
347	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
348	N/A	N/A	MONITORS	N/A	SUR	COMPUTER	25
349	N/A	120178	CPU	N/A	SUR	COMPUTER	1
350	N/A	N/A	BOX OF CABLES/KEYBOARDS	N/A	SUR	COMPUTER	1
351	N/A	123448	CPU	N/A	SUR	COMPUTER	1
352	N/A	127942	CPU	N/A	SUR	COMPUTER	1
353	N/A	123464	CPU	N/A	SUR	COMPUTER	1
354	N/A	123470	CPU	N/A	SUR	COMPUTER	1
355	N/A	125433	CPU	N/A	SUR	COMPUTER	1
356	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1
357	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1
358	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1
359	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1
360	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1

**Oxnard School District**  
Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
361	N/A	N/A	DOCUMENT CAMERA	N/A	SUR	COMPUTER	6
362	N/A	N/A	FOOD WARMER/ HM 2000	7533	SUR	EQUIPMENT	1
363	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1
364	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1
365	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	1
366	N/A	N/A	VHS PLAYER	N/A	SUR	EQUIPMENT	1
367	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
368	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
369	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
370	N/A	N/A	PROJECTOR	N/A	SUR	EQUIPMENT	1
371	N/A	N/A	ALPHA SMART	N/A	SUR	COMPUTER	60
372	N/A	N/A	IPOD TOUCH	N/A	SUR	COMPUTER	30
373	N/A	N/A	APC UPS	N/A	SUR	COMPUTER	2
374	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
375	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
376	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
377	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
378	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
379	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
380	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
381	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
382	N/A	N/A	BOX OF KEYBOARDS	N/A	SUR	COMPUTER	1
383	N/A	N/A	CISCO SWITCH	N/A	SUR	COMPUTER	1
384	N/A	N/A	CPU	N/A	SUR	COMPUTER	14
385	N/A	N/A	MONITORS	N/A	SUR	COMPUTER	14
386	N/A	N/A	PRINTER	N/A	SUR	COMPUTER	4
387	N/A	N/A	CPU	N/A	SUR	COMPUTER	1
388	N/A	N/A	APC UPS	N/A	SUR	COMPUTER	1
389	N/A	N/A	BOX OF CABLES/KEYBOARDS	N/A	SUR	COMPUTER	1
390	N/A	1098	CPU	N/A	SUR	COMPUTER	1
391	N/A	11646	CPU	N/A	SUR	COMPUTER	1
392	N/A	120475	CPU	N/A	SUR	COMPUTER	1
393	N/A	11292	CPU	N/A	SUR	COMPUTER	1
394	N/A	11242	CPU	N/A	SUR	COMPUTER	1
395	N/A	11647	CPU	N/A	SUR	COMPUTER	1
396	N/A	11678	CPU	N/A	SUR	COMPUTER	1
397	N/A	11661	CPU	N/A	SUR	COMPUTER	1
398	N/A	11233	CPU	N/A	SUR	COMPUTER	1
399	N/A	10485	CPU	N/A	SUR	COMPUTER	1
400	N/A	11249	CPU	N/A	SUR	COMPUTER	1



## Oxnard School District

### Surplus Disposal Request

Number	Asset	Tag #	Description	Serial #	Site	Code	Qty
401	N/A	11662	CPU	N/A	SUR	COMPUTER	1
402	N/A	10489	CPU	N/A	SUR	COMPUTER	1
403	N/A	11410	CPU	N/A	SUR	COMPUTER	1
404	N/A	11275	CPU	N/A	SUR	COMPUTER	1
405	N/A	10489	CPU	N/A	SUR	COMPUTER	1
406	N/A	11410	CPU	N/A	SUR	COMPUTER	1
407	N/A	11645	CPU	N/A	SUR	COMPUTER	1
408	N/A	120480	CPU	N/A	SUR	COMPUTER	1
409	N/A	120485	CPU	N/A	SUR	COMPUTER	1
410	N/A	120481	CPU	N/A	SUR	COMPUTER	1
411	N/A	N/A	DOCUMENT CAMERA	N/A	SUR	COMPUTER	1
412	N/A	N/A	BOX OF HEADPHONES	N/A	SUR	COMPUTER	1
413	N/A	1797	CHEVY G 10 VAN/ #084	1GCDG15Z8RF129544	SUR	VEHICLE	1
414	N/A	1816	CHEVY VAN HI-CUBE 14' / #103	1GBJG31R2T1042638	SUR	VEHICLE	1
415	N/A	128126	FORD E250 VAN/ #167	1FTNE2EL6BDA86058	SUR	VEHICLE	1
416	N/A	128124	iPOD Charging Case	N/A	SUR	COMPUTER	1
417	N/A	125876	iPOD Charging Cabinet	N/A	SUR	COMPUTER	1

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 01/18/17

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-I: PRELIMINARY \_\_\_\_\_

SECTION A-II: REPORTS \_\_\_\_\_

SECTION B: HEARINGS \_\_\_\_\_

SECTION C: CONSENT AGENDA   X   Agreement Category:

\_\_\_\_\_ Academic

\_\_\_\_\_ Enrichment

\_\_\_\_\_ Special Education

\_\_\_\_\_ Support Services

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

### ENROLLMENT REPORTS (Cline)

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District enrollment as of October 31, 2016 was 16,774. This is 142 less than the same time last year.

District enrollment as of November 30, 2016 was 16,766. This is 152 less than the same time last year.

District enrollment as of December 16, 2016 was 16,797. This is 133 less than the same time last year.

### FISCAL IMPACT

None.

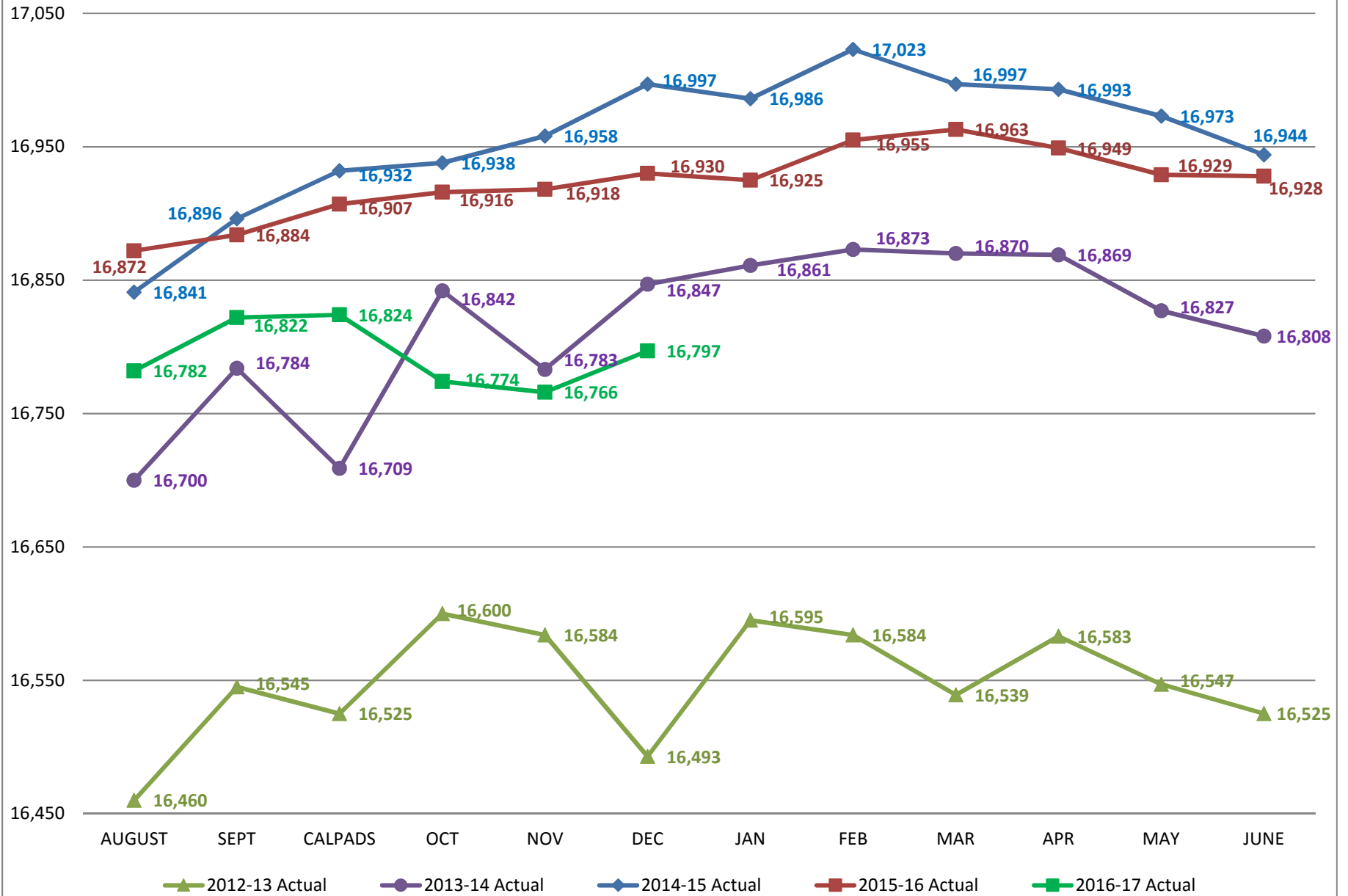
### RECOMMENDATION

Information only.

### ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2012-13 through 2016-17 Actuals (1 page)

### Oxnard School District Enrollment History 2012-13 through 2016-17 Actuals



**OSD BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: 1/18/17

STUDY SESSION \_\_\_\_\_  
CLOSED SESSION \_\_\_\_\_  
SECTION A-1: PRELIMINARY \_\_\_\_\_  
SECTION A-II: REPORTS \_\_\_\_\_  
SECTION B: HEARINGS \_\_\_\_\_  
SECTION C: CONSENT AGENDA   X  

Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_  
SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Purchase Order/Draft Payment Report #16-05(Cline/Franz)**

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The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 11/22/2016 through 12/20/2016 for the 2016-2017 school year, in the amount of \$1,947,350.54.
2. A listing of Draft Payments issued 11/22/2016 through 12/20/2016 for the 2016-2017 school year, D7550-D7551 for the total amount of \$210.00

**RECOMMENDATION:**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #16-05 as submitted.

**ADDITIONAL MATERIAL(S):**

**Attached:** Purchase Order/Draft Payment Report #16-05 (10 Pages)

## Includes Purchase Orders dated 11/22/2016 - 12/20/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02661	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	286.65
P17-02662	Ventura Co Office Of Education	MCAULIFFE	Conf-Instructional (12-14-16)	180.00
P17-02663	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV ("GROUNDS" UNIFORMS)	106.20
P17-02665	State Water Resources Control	BUSINESS	CONST	766.00
P17-02666	Cummins Allison Corp	CNS	repairs	34.56
P17-02667	Jordanos Inc	CNS	supplies	273.86
P17-02668	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	220.30
P17-02669	Walmart	DRIFFILL	MATL/SUPP-instructiona	324.00
P17-02670	Supershuttle-Sacramento	BUSINESS	TRAVEL/CONF	150.00
P17-02671	Roadrunner Shuttle And	ED SERVICES	CONF	142.00
P17-02672	Aswell Trophy And Engraving	FREMONT	MAT/SUP-INSTRUCTIONAL	486.00
P17-02673	Taymark Anderson's	FREMONT	MAT/SUP-INSTRUCTIONAL	97.20
P17-02674	Jurassic Sands	RAMONA	Mat/Sup - Instruction	86.29
P17-02675	Pearson	Special Ed	MATL/SUP	583.77
P17-02676	Oriental Trading Co Inc	MCAULIFFE	MAT/SUPL-Instructional	40.87
P17-02677	Mathcounts Foundation	FREMONT	SERV/INSTRUCTION	140.00
P17-02678	Ventura Co Office Of Education	SUPERINTENDEN	CONF	10.00
P17-02679	Regents of UC Irvine	HR	Prof/Consultant	315.00
P17-02680	Jesus Banos Tubayas T-Shirts	MCKINNA	matl-sup-instructional	832.68
P17-02681	CDW G	MCKINNA	Materials & Supplies-Instructional	39.29
P17-02683	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	490.69
P17-02685	Home Depot Inc	TRANSPORTATIO	SUPPLIES	592.92
P17-02687	CDW G	ED SERVICES	EQUIP	824.09
P17-02688	CDW G	ROSE	COMPUTER SUPPLIES & SOFTWARE - INSTRUCTIONAL	227.99
P17-02689	Dell Direct Sales Lp	BREKKE	EQUIP - Instructinal	832.20
P17-02690	Dell Direct Sales Lp	BREKKE	EQUIP - Instructinal	832.20
P17-02691	Dell Direct Sales Lp	CNS	Equipment	982.95
P17-02692	Printech	MARSHALL	COMPUTER SUPPLIES AND SOFTWARE - Instruction	431.97
P17-02694	Best Buy	MARINA	MATL/SUPL-Instructional	570.22
P17-02700	Superior Sanitary Supplies	IT	MATL/SUP (ITS/Floor Mats)	814.58
P17-02701	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	RAMONA	SERV - Instruction	180.00
P17-02702	Ventura Co Office Of Education	RAMONA	CONF - Admin (AP)	40.00
P17-02706	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	100.00
P17-02710	Supershuttle-Sacramento	ED SERVICES	TRAVEL/CONF	57.00
P17-02711	Lowe's	HAYDOCK	MATL/SUPPLY-INSTRUCTION	65.84
P17-02712	Lowe's	TRANSPORTATIO	SUPPLIES	823.09
P17-02713	Staples Direct	TRANSPORTATIO	SUPPLIES	49.64
P17-02714	HDS/White Cap Const Supply	TRANSPORTATIO	SUPPLIES	500.00
P17-02722	Ventura Co Office Of Education SELPA	RAMONA	CONF - Admin/Instruction	140.00
P17-02723	Ventura Co Office Of Education SELPA	RAMONA	CONF - ADMIN	35.00
P17-02724	Ventura Co Office Of Education	MCKINNA	conf-instructional	50.00
P17-02725	Ventura Co Office Of Education	ED SERVICES	CONF	30.00
P17-02726	Lakeshore Learning Materials-V	MCKINNA	MATL/SUP-INSTRUCTIONAL	200.00
P17-02728	Amazon Com	WAREHOUSE	Stores Supplies	153.08
P17-02729	ACSA	RAMONA	CONF - Admin	375.00

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ESCAPE ONLINE

Page 1 of 6

## Includes Purchase Orders dated 11/22/2016 - 12/20/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02732	Anaheim Marriott Suites	RAMONA	CONF - Admin	281.80
P17-02733	Calif Dept Of Educ	SAN MIGUEL	MATLS/SUPPL	138.57
P17-02734	Office Depot Bus Ser Div	GRAPHICS	MATL/SUP	207.56
P17-02735	Pacific Northwest Publishing	Pupil Srvs	MATL/SUP	483.00
P17-02736	Starfall Education Foundation	RAMONA	Licenses-Instruction	270.00
P17-02739	Trauma Resource Institute, Inc	Pupil Srvs	CONF	650.00
P17-02740	CUE, INC	ELM	Conf-Instructional/admin	870.00
P17-02741	Smile Makers Inc	ELM	MATL/SUPL - Instructional	129.55
P17-02743	BSN Sports	WAREHOUSE	Stores Supplies	531.32
P17-02744	Henry Schein	WAREHOUSE	Stores Supplies	167.59
P17-02746	Sprinkle Tire, Inc	WAREHOUSE	Repairs	640.59
P17-02749	Sheraton Pasadena Hotel	ELM	Conf - Instructional	389.38
P17-02751	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	366.97
P17-02752	Oriental Trading Co Inc	MARINA	MATL/SUPL-Instructional	115.90
P17-02753	Ventura Co Office Of Education	ROSE	TRAVEL & CONFERENCE - INSTRUCTION	60.00
P17-02754	Office Depot Bus Ser Div	BREKKE	MATL/SUPP - SPECIAL EDUCATI, SPECIAL EDUCATI,	51.40
P17-02755	Houghton Mifflin Harcourt	FREMONT	MATERIAL SUPPLIES - INSTRUCTIONAL	178.47
P17-02756	ACSA	Special Ed	TRAVEL/CONF	750.00
P17-02757	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	606.42
P17-02758	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	134.99
P17-02759	School Specialty Inc	MARINA	MATL/SUPL-Instructional	12.90
P17-02760	Sams Club 6455	ROSE	MATERIALS & SUPPLIES & INSTRUCTIONAL	700.00
P17-02763	Southwest Airlines	SUPERINTENDEN	CONF/TRAVEL	213.72
P17-02764	Southwest Airlines	SUPERINTENDEN	CONF/TRAVEL	473.68
P17-02765	Anaheim Marriott Suites	Special Ed	TRAVEL/CONF(ACC)	579.98
P17-02772	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	136.68
P17-02773	El Pollo Norteno Inc	Pupil Srvs	MAT/SUP	708.00
P17-02774	Staples Direct	MCAULIFFE	MATL/SUPL-Admin	491.44
P17-02775	Premier Agendas Inc	KAMALA	Materials & Supplis-Instrucional	450.36
P17-02776	Apple Computer Inc	KAMALA	Materials & Supplies-Instructional	61.56
P17-02778	Amazon Com	MCAULIFFE	MATL/SUPL-instructional	138.13
P17-02779	School Tech Supply	FREMONT	MAT/SUP-INSTRUCTIONAL	275.37
P17-02780	MCGRAW HILL EDUCATION, INC	ERC	TextBk	778.09
P17-02782	Printech	ELM	Mat/Sup - Instructional	478.92
P17-02783	United Airlines, Inc	SUPERINTENDEN	CONF/TRAVEL	184.20
P17-02785	Southwest School & Office Sup	ED SERVICES	MATL	802.09
P17-02788	Sams Club 6455	FRANK	Mat/Sup - Office	800.00
P17-02790	GOBULK.COM	ELM	Mat/Sup- Instructional	430.75
P17-02791	Nasco Modesto	KAMALA	Materials & Supplies-Instructional	414.74
P17-02793	Southern Calif Kindergarten Co nference Inc	DRIFFILL	CONF-instructional	984.00
P17-02794	Ventura Co Office Of Education	CURREN	conf	100.00
P17-02795	Southern Calif Kindergarten Co nference Inc	ELM	MATL/SUP - Instructional	984.00

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ESCAPE ONLINE

Page 2 of 6

## Includes Purchase Orders dated 11/22/2016 - 12/20/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02796	GARDEN ACRES SANTA CLAUS SANTA TO THE SEA	DRIFFILL	SERV-instructional	576.09
P17-02797	Ventura Co Office Of Education	CURREN	conf - instructional	40.00
P17-02798	Amazon Com	PURCHASING	STORES	302.18
P17-02799	School Nurse Supply Co	CURREN	matl/sup-instruction	105.46
P17-02801	Los Angeles Co Office Of Ed	ASSESS ACCOUN	CONF	400.00
P17-02803	Office Depot Bus Ser Div	ASES	materials & supplies	75.72
P17-02804	PRIME HOSPITALITY LLC HOLIDAY INN ONTARIO AIRPORT	IT	CONF/TRAVEL (Valerie)	250.67
P17-02805	School Tech Supply	Special Ed	SUPPL (COMPUTER)	232.14
P17-02807	Oriental Trading Co Inc	MARSHALL	MATL/SUP - Instruction	12.93
P17-02808	Amazon Com	FREMONT	Materials and Supplies-Instructional	679.85
P17-02810	The Breakthrough Coach	FRANK	CONF - ADMIN	685.00
P17-02814	Ventura Co Office Of Education	RITCHEN	CONF-Admin	25.00
P17-02815	Ventura Co Office Of Education	SUPERINTENDEN	CONF	10.00
P17-02820	Smart And Final Iris Co	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	150.00
P17-02822	Raymond Geddes And Co Inc	KAMALA	Materials & Supplies-Instructional	38.88
P17-02823	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Instructional	148.42
P17-02824	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	KAMALA	CONFERENCE-ADMIN-INST	300.00
P17-02825	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	200.00
P17-02826	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - Instructional	721.42
P17-02827	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-INSTRUCTIONAL	400.00
P17-02828	Gopher Sport	SORIA	MATL/SUP (Instructional)	223.75
P17-02829	Hilton Garden Inn Oxnard	ED SERVICES	RENTAL	590.00
P17-02830	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	93.24
P17-02831	Office Depot Bus Ser Div	RITCHEN	MATL/SUP-INSTRUCTIONAL	168.42
P17-02832	Staples Direct	RITCHEN	MATL/SUP-INSTRUCTIONAL	125.91
P17-02833	Hilton Garden Inn Oxnard	ED SERVICES	CONF	556.80
P17-02834	Gopher Sport	MARSHALL	MATL/SUP - Instruction	49.63
P17-02835	Doubletree Hotel Ontario	ED SERVICES	CONF	362.68
P17-02840	Parent Project Inc	ROSE	BOOKS OTHER THAN TEXTBOOKS - INSTRUCTIONAL	207.93
P17-02841	Rochester 100, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	145.80
P17-02843	GOBULK.COM	SIERRA LINDA	matl/sup - instructional	63.72
P17-02844	Lego Education	RITCHEN	MATL/SUP-Instructional	551.88
P17-02845	Oriental Trading Co Inc	SIERRA LINDA	matl/sup - instructional	668.46
P17-02846	FOLLETT SCHOOL SOLUTIONS, INC	MARSHALL	MATL/SUP - Instruction	179.69
P17-02847	UCLA	HR	Conf-	850.00
P17-02848	Embassy Suites Hotel-Downey	ASSESS ACCOUN	CONF	390.94
P17-02849	La Especial Bakery	HR	Supp-	100.00
P17-02851	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	150.00
P17-02852	Scholastic Inc	FREMONT	MAT/SUP INSTRUCTION	151.00
P17-02855	Amazon Com	FREMONT	Materials and Supplies-Instructional	309.39
P17-02856	CAG	FREMONT	TRAV/CONF INSTRUCTIONAL	690.00
P17-02857	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	200.00

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ESCAPE ONLINE

Page 3 of 6

## Includes Purchase Orders dated 11/22/2016 - 12/20/2016 \*\*\*

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02858	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	200.00
P17-02860	US School Supply Inc	LEMONWOOD	MAT/SUPP (instructional)	98.28
P17-02861	Endless Choices	LEMONWOOD	MAT/SUPP (instructional)	907.20
P17-02862	Headsets Com Inc	LEMONWOOD	MAT/SUPP (INSTRUCTIONAL)	104.00
P17-02863	Amazon Com	LEMONWOOD	MAT/SUPP (instructional)	167.65
P17-02864	Perma Bound Books	LEMONWOOD	Library Books (instrcutional)	411.09
P17-02868	Staples Direct	FREMONT	MAT/SUP-INSTRUCTIONAL	261.42
P17-02869	FOLLETT SCHOOL SOLUTIONS, INC	SIERRA LINDA	mat/sup - instructional	272.69
P17-02871	El Pollo Norteno Inc	ROSE	MATERIALS & SUPPLIES - PARENT PARTICIPATION	279.30
P17-02872	Rio Elementary School Distri	BUSINESS	SERV	135.96
P17-02875	Rifton Equipment	Special Ed	MATLS (FRANK)	145.25
P17-02876	Pearson	Special Ed	MATL/SUP	239.40
P17-02878	Amazon Com	Pupil Srvs	MATL/SUP	377.52
P17-02879	Pesi, Inc	Pupil Srvs	CONF	199.99
P17-02880	Pesi, Inc	Special Ed	TRAVEL/CONF	399.98
P17-02881	Ventura Co Office Of Education	Special Ed	SERV	795.44
P17-02882	Amazon Com	ASES	MATL/SUPL	113.40
P17-02884	Aswell Trophy And Engraving	FACILITIES	Materials and Supplies	500.00
P17-02885	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	645.84
P17-02887	Stand Up Desk Store	HR	Materials & Supplies	300.24
P17-02889	TeachersPay Teachers	LEMONWOOD	SUBSCRIPTIONS (INSTRUCTIONAL)	36.24
P17-02891	Ron's Signs	FACILITIES	Service	394.20
P17-02892	Ventura Co Office Of Education	LEMONWOOD	TRAV/CONF ( Instrcutional)	75.00
P17-02895	CASBO	BUSINESS	CONF	745.00
P17-02896	Ventura Co Office Of Education	RAMONA	CONF - Instruction (C.A)	150.00
P17-02897	Alliance Publishing & Marketin	RAMONA	Mat/Sup - Instruction	909.36
P17-02900	Home Depot Inc	TRANSPORTATIO	SUPPLIES	278.21
P17-02901	Smart And Final Iris Co	RAMONA	Mat/Sup - Instruction (Att)	108.00
P17-02902	Staples Direct	MCKINNA	Materials & Supplies-Instructional	374.71
P17-02903	Blick Art Materials	RAMONA	Mat/Sup - Instruction	23.29
P17-02904	Sheraton San Diego Hotel & Mar	FREMONT	TRAVEL/CONF - INSTRUCTIONAL	982.74
P17-02905	Office Depot Bus Ser Div	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	152.00
P17-02906	Home Depot Inc	Special Ed	MATLS	429.84
P17-02907	Home Depot Inc	Special Ed	MATLS	507.56
P17-02908	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	RAMONA	Mat/Sup - Admin	302.40
P17-02909	Staples Direct	TRANSPORTATIO	SUPPLIES	637.92
P17-02910	Blick Art Materials	WAREHOUSE	Stores Supplies	525.53
P17-02911	Sams Club 6455	WAREHOUSE	Stores Supplies	258.68
P17-02912	School Health Corporation	WAREHOUSE	Stores Supplies	631.05
P17-02914	DoubleTree by Hilton Modesto	CNS	conference	526.43
P17-02916	Pearson	Special Ed	MATL/SUP	535.28
P17-02917	Walmart	RAMONA	Mat/Sup-Instruction	432.00
P17-02920	Lakeshore Learning Materials-V	ED SERVICES	Mat/ Sup	118.78
P17-02921	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP	212.60
P17-02922	Southwest Airlines	ED SERVICES	CONF	315.36
P17-02925	Staples Direct	NFL	Mat/Sup	113.40

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ESCAPE ONLINE

Page 4 of 6



**Includes Purchase Orders dated 11/22/2016 - 12/20/2016 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02926	Barnes And Noble	NFL	Mat/Sup	115.68
P17-02927	Perma Bound Books	RAMONA	Mat/Sup - Instruction	101.91
P17-02928	Leopaul A. Martinez Jr	DRIFFILL	MATL/SUPP-instructional	223.56
P17-02929	Lakeshore Learning Materials-V	RITCHEN	Mat/Sup-Instructional	194.18
P17-02930	Ventura Co Office Of Education	HAYDOCK	CONF/INSTRUCTION	180.00
P17-02931	Amazon Com	HARRINGTON	MATS/SUPPLIES INSTRUCTION	108.71
P17-02932	Fitness Finders, Inc	LEMONWOOD	MAT/SUPP (Instructional)	363.27
<b>Total Number of POs</b>			<b>182</b>	<b>Total</b>
				<b>61,535.79</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	175	58,620.61
120	CHILD DEVELOPMENT FUND	2	331.38
130	CAFETERIA FUND	4	1,817.80
213	BOND FUND MEASURE R 2012	1	766.00
<b>Total Fiscal Year 2017</b>			<b>61,535.79</b>
<b>Total</b>			<b>61,535.79</b>

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ESCAPE ONLINE

Includes Purchase Orders dated 11/22/2016 - 12/20/2016 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P17-00099	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P17-00159	35,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	15,000.00-
P17-00441	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	115.70-
P17-00561	3,120.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P17-01827	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00-
P17-02196	1,346.22	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	422.93-
P17-02251	1,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	961.58
P17-02556	150.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.00
P17-02646	3,105.75	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,105.75-
P17-02651	1,076.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	269.00-
P17-02652	2,010.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	2,512.50-
P17-02686	1,831.80	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	678.29
P17-02853	14,190.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,750.00-
			<b>Total PO Changes</b>	<b>25,486.01-</b>

Information is further limited to: (Maximum Amount = 999.99)

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ESCAPE ONLINE

Page 6 of 6

**Includes Purchase Orders dated 11/22/2016 - 12/20/2016 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount
NP17-00039	School Nurse Supply Co	CNS	stores	3,298.81
NP17-00040	Gold Star Foods	CNS	stores	21,090.90
NP17-00041	P And R Paper Supply Co	CNS	stores	4,837.88
NP17-00042	Gold Star Foods	CNS	stores	10,994.26
NP17-00043	P And R Paper Supply Co	CNS	stores	6,289.30
NP17-00044	Jordanos Inc	CNS	stores	2,017.11
NP17-00045	Gold Star Foods	CNS	stores	16,729.75
P17-02656	Allcable Inc	IT	MATL/SUP	1,620.00
P17-02657	Pleasant Valley School Dist	BUDGET	Excess Cost/Tuition	4,299.00
P17-02658	VENTURA UNIFIED SCHOOL DIST	BUDGET	Excess Cost/Tuition	56,778.00
P17-02659	Loyola Marymount University	ENGLISH LEARNE	SERV	5,000.00
P17-02660	eSpark Inc.	ED SERVICES	SOFTWARE/LIC-APPLICATIONS	22,500.00
P17-02664	CN School & Office Sol, Inc Cu Iver-Newlin	ED SERVICES	EQUIP/MATL (NEW OFFICE FURN FOR G. SHEA)	5,519.40
P17-02684	Action Sales	CNS	equipment	4,653.72
P17-02686	ASCD	DRIFFILL	MATL/SUPP-instructional	1,831.80
P17-02693	MobyMax, LLC	KAMALA	SERV-INSTR	2,460.50
P17-02695	Pearson	Special Ed	MATL/SUP	1,041.39
P17-02696	Curriculum Associates Inc	Special Ed	MATL/SUP	1,596.69
P17-02697	Houghton Mifflin Harcourt	Special Ed	MATL/SUP	3,784.28
P17-02698	The Tree House, Inc	MCAULIFFE	MATL/SUPL-Instructional	1,497.96
P17-02699	GREG A MARVEL DBA/ TRANSTRAKS	TRANSPORTATIO	SERVICES	7,106.28
P17-02703	MNS ENGINEERS INC.	FACILITIES	BOND/SITE/NEW MIDDLE SCHOOL ACADEMY-SURVEY SVCS	1,080.00
P17-02704	Home County Pizza Inc Domino's Pizza	CNS	food	1,500.00
P17-02705	Vallarta	ASSESS ACCOUNT	MATL	5,000.00
P17-02707	School Datebooks	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,800.03
P17-02708	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	REPAIR (1:1 iPads)	7,030.00
P17-02709	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY / EQUIP -ADMIN	2,402.20
P17-02715	N2Y	Special Ed	SERV/SUBSC	1,817.00
P17-02716	Don Johnston Inc	Special Ed	SERV (SUBSCRIPTION)	9,208.00
P17-02717	Childrens Therapy Network	Special Ed	SERV	150,000.00
P17-02718	Dell Direct Sales Lp	HR	Computer Equipt	1,300.88
P17-02719	NSX Technologies, Inc Anywhere Cart	IT	MATL/SUP (1:1 Accessories)	33,426.00
P17-02720	Best Buy	IT	EQUIP (Harrington)	2,477.27
P17-02721	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	MATL/SUP	1,587.11
P17-02727	MCGRAW HILL EDUCATION, INC	ERC	TextBk	53,912.71
P17-02730	AED Enterprises Inc	ED SERVICES	SERV (Haydock)	1,674.00
P17-02731	AED Enterprises Inc	ED SERVICES	SERV (Fremont)	1,728.00
P17-02737	Vista Ford Of Oxnard	FACILITIES	Equipment	45,569.93
P17-02738	Renaissance Learning Inc	LEMONWOOD	Software, online subscription (instructional)	2,595.00
P17-02742	Greenfield Learning Inc	FRANK	Software Lic. Instructional	1,400.00
P17-02745	A Z Bus Sales Inc	TRANSPORTATIO	REPAIR/REPLACE	19,379.44
P17-02747	Varidesk, LLC	GRAPHICS	EQUIP/VARIDESK	1,080.00

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ESCAPE ONLINE

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PO Number	Vendor Name	Loc	Description	Order Amount
P17-02748	Ventura Co Office Of Education	IT	SERV	173,477.70
P17-02750	Veritiv Operating Company	WAREHOUSE	Stores Supplies	8,083.80
P17-02761	Printech	WAREHOUSE	Stores Supplies	1,531.87
P17-02762	HST LESSEE MISSION HILLS LP TH E WESTIN MISSION HILLS	ELM	CONF - Instructional/admin	2,740.08
P17-02766	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,789.23
P17-02767	NSX Technologies, Inc Anywhere Cart	IT	MATL/SUP (Keyboards)	56,376.00
P17-02768	Smart And Final Iris Co	ED SERVICES	MATL/SUPP (Fremont)	1,500.00
P17-02769	Smart And Final Iris Co	ED SERVICES	MATL/SUPP (Frank)	1,500.00
P17-02770	Smart And Final Iris Co	ED SERVICES	MATL/SUPP (Haydock)	1,500.00
P17-02771	National Business Institute	Special Ed	CONF	1,047.00
P17-02777	JuengermannInc/dba Spring Indu stries	FACILITIES	Materials and Supplies	1,620.00
P17-02781	Veritiv Operating Company	GRAPHICS	Materials and Supplies	4,781.34
P17-02784	See's Candies, Inc	LEMONWOOD	MAT/SUPP (instructional)	5,998.54
P17-02786	VenTerra Environmental Inc	FACILITIES	BLDG (TESTING)	6,848.00
P17-02787	World's Finest Chocolate, Inc	LEMONWOOD	MAT/SUPP (instrcutional)	2,130.00
P17-02789	California Lutheran University	ELM	Conf- Instructional	1,200.00
P17-02792	Pearson Education	ED SERVICES	MATL	5,662.11
P17-02800	LABSOURCE, INC	WAREHOUSE	Stores Supplies	1,356.75
P17-02802	Petroleum Telcom Inc DBA Telec om	FACILITIES	BLDG (RADIO REPEATER/LICENSING)	3,530.00
P17-02806	New Encore Illinois, Inc Encor e Repair Services, LLC	IT	REPAIR (1:1)	9,550.00
P17-02809	Dell Direct Sales Lp	IT	EQUIP (Anna)	1,781.98
P17-02811	ATC GROUP SERVICES INC	FACILITIES	BOND/BLDG/PREP PRELIM ENV	32,055.00
P17-02812	CARDNO ATC TETRA TECH INC	FACILITIES	ASSESS/DORIS & PATTERSON BOND/SITE/MAR-PHASE I ENV SITE ASSESSMENT	5,000.00
P17-02813	TETRA TECH INC	FACILITIES	BOND/SITE/LEM-TOXIC SUBSTANCE EVAL TESTING	14,400.00
P17-02816	CAROLYN BANKS	Special Ed	SERV	35,000.00
P17-02817	CARREN JEAN STIKA	Special Ed	SERV	6,000.00
P17-02818	Brainpop Com Llc	FREMONT	SOFTWARE LICENSES - INSTRUCTIONAL	1,695.00
P17-02819	ENDTEST PRO PSYCHOLOGY INC	Special Ed	SERV	10,000.00
P17-02821	Houghton Mifflin Harcourt	Special Ed	SERV	2,950.00
P17-02836	Rosetta Stone Ltd	ED SERVICES	SERV	4,628.00
P17-02837	Museum Of Tolerance Attn: Fiel d Trip Office	KAMALA	SERV-Instructional	1,260.00
P17-02838	Taymark Anderson's	KAMALA	MATERIALS & SUPPLIES-INSTRUCTIONAL	4,296.72
P17-02839	NEW MEDISCAN II, LLC	Special Ed	SERV	44,625.00
P17-02842	MEDISCAN STAFFING SERVICES School Outfitters	SIERRA LINDA	matl/sup - instructional	2,937.17
P17-02850	Calif Chamber Of Commerce	RISK MGMT	Materials & Supplies	1,187.56
P17-02853	UNITED BOYS/GIRLS CLUBS SB CTY CAMP WHITTIER	CHAVEZ	SERV	14,190.00

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ESCAPE ONLINE

Page 2 of 4

**Includes Purchase Orders dated 11/22/2016 - 12/20/2016 \*\*\***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-02854	ALL SOURCE RECRUITING GRP INC/ ARDOR HEALTH SOLUTIONS	Special Ed	SERV	57,000.00
P17-02859	Grd Construction Inc	FACILITIES	BLDG (ESC LOBBY REMODEL)	149,270.00
P17-02865	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/ELM-GEOTECH TEST-INSP SVCS)	130,000.00
P17-02866	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/ELM-SPECIAL INSP-TEST SVCS	162,000.00
P17-02867	KENCO CONSTRUCTION SVCS INC	FACILITIES	BOND/BLDG/ELM-DSA INSPECTOR SERVICES	257,040.00
P17-02870	KELLY COOPER DBA /K COOPER BEN EFITS CONSULTING	BUSINESS	SERV	35,000.00
P17-02873	Edgewood Press, Inc	WAREHOUSE	Stores Supplies	1,860.60
P17-02874	City Of Ventura	DRIFFILL	SERV-instructional	1,130.00
P17-02877	Parkhouse Tire, Inc	TRANSPORTATIO	REPAIR	1,251.13
P17-02883	CN School & Office Sol, Inc Cu Iver-Newlin	ENGLISH LEARNE	EQUIP/MATL (OFFICE FURN FOR M.BATISTA)	6,566.86
P17-02886	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,109.70
P17-02888	LEARNING A-Z	MCKINNA	serv/subsc-instructional	2,753.55
P17-02890	ESGI	HARRINGTON	SOFTWARE INSTRUCTION	1,341.00
P17-02893	School Serv Of Calif Inc	BUSINESS	SERV	3,860.00
P17-02894	CDW G	IT	MATL/SUP (iPad Air Stands)	4,050.00
P17-02898	NOLTE ASSOCIATES INC	FACILITIES	BLDG (SAN MIGUEL PORTABLE PROJECT)	9,480.00
P17-02899	Ricoh Usa, Inc	PURCHASING	EQUIP UPGRADE (ARCHIVES)	7,878.00
P17-02913	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,945.72
P17-02915	Sunesys	BUSINESS	CONST	9,423.72
P17-02918	Ricoh Usa, Inc	PURCHASING	MAINT (APPXTENDER MAINT/SUPPORT)	8,910.00
P17-02919	TUFF SHED INC	RAMONA	Equip - Instruction	6,350.56
P17-02923	MAPLE TREE INVESTORS LP	ED SERVICES	CONF	2,284.06
P17-02924	Petroleum Telcom Inc DBA Telec om	ASES	Materials/ supplies	1,166.40
P17-02933	Costco Wholesale	ED SERVICES	MATL/SUPP (Frank)	2,000.00
P17-02934	Costco Wholesale	ED SERVICES	MATL/SUPP (Fremont)	2,000.00
P17-02935	Costco Wholesale	ED SERVICES	MATL/SUPP (Haydock)	2,000.00
P17-02936	Walmart	ED SERVICES	MATL/SUPP (Fremont)	2,000.00
P17-02937	Walmart	ED SERVICES	MATL/SUPP (Frank)	2,000.00
<b>Total Number of POs</b>			<b>106</b>	<b>Total 1,885,814.75</b>

**Fund Recap**

Fund	Description	PO Count	Amount
010	GENERAL FUND	88	1,199,874.30
130	CAFETERIA FUND	9	71,411.73
213	BOND FUND MEASURE R 2012	9	614,528.72
<b>Total Fiscal Year 2017</b>			<b>1,885,814.75</b>
<b>Total</b>			<b>1,885,814.75</b>

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 11/22/2016 - 12/20/2016 \*\*\*

## PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-01200	1,371,038.00	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	5,640.00
P16-04732	96,368.00	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	16,410.00
P17-00162	30,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	14,892.17
P17-00207	5,240.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,000.00
P17-00212	4,160.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,917.52
P17-00218	5,240.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	2,000.00
P17-00226	2,040.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,444.50
P17-00227	2,040.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,500.00
P17-00228	5,160.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	3,000.00
P17-00242	10,940.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,813.20
P17-00789	61,986.60	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	14,053.00
P17-00790	64,654.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	16,800.00
P17-00799	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P17-01134	255,360.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	5,760.00
<b>Total PO Changes</b>				<b>89,230.39</b>

Information is further limited to: (Minimum Amount = 1,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 4 of 4

OSD BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: January 18, 2017

- A. Preliminary Study Session Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Establish/Abolish/Increase/Reduce Hours of Position (Koch)**

---

**Establish**

a five hour and forty-five minute, 183 day Paraeducator III, position number 7999, 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 8000, to be established in Special Education department. This position will be established to provide additional support.

a four and a half hour, 183 day Paraeducator III, position number 8015, to be established in Special Education department. This position will be established to provide additional support.

**Abolish**

a five and a half hour, 183 day Paraeducator II, position number 193, to be abolished in the Special Education department. This position will be abolished due to the lack of work.

a two hour and forty-five minute, 183 day Paraeducator II, position number 980, to be abolished in the Special Education department. This position will be abolished due to the lack of work.

a two hour and forty-five minute, 183 day Paraeducator II, position number 981, to be abolished in the Special Education department. This position will be abolished due to the lack of work.

**FISCAL IMPACT:**

- Cost for Para III-\$27,141 Special Education
- Cost for Para III-\$27,141 Special Education
- Cost for Para III-\$21,248 Special Education

Savings for Para II-\$25,304 Special Education  
Savings for Para II-\$12,635 Special Education  
Savings for Para II-\$12,635 Special Education

**RECOMMENDATION:**

It is the recommendation to approve the establishment and abolishment of positions, as presented.

**ADDITIONAL MATERIAL:**

Attached: None



OSD BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: January 18, 2017

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

---

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**

Jessica Vizents	English Language Arts, Frank School	2016/2017 School Year
Michelle Avila	Substitute Teacher	2016/2017 School Year
Vanessa Canchola	Substitute Teacher	2016/2017 School Year
Melissa Douglas	Substitute Teacher	2016/2017 School Year
Silvia Gutierrez	Substitute Teacher	2016/2017 School Year
Gabriela Leon	Substitute Teacher	2016/2017 School Year
Maria Rodriguez	Substitute Teacher	2016/2017 School Year
Kathy Russell	Substitute Teacher	2016/2017 School Year
Kyle Scalise	Substitute Teacher	2016/2017 School Year

**Intervention Services  
Provider (less than 20  
hours per week not to  
exceed 75% or 135 days a  
year**

Aldona Galdikas-Franz	Kamala	12/12/2016
Robin Varat	Ritchen	01/09/2017
Karen Miyamoto	Marina West	01/09/2017

**RESIGNATION**

Randi Perkins	Physical Education, Haydock	12/03/2016
---------------	-----------------------------	------------

**Retirement**

Margo Harpo	Substitute Teacher	11/16/2016
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**Leave of Absense**

Dawn Cutting	Kinder, Brekke School	12/03/2016
Emily Reich	English Language Arts, Frank	02/04/2017

## CLASSIFIED PERSONNEL ACTIONS

**New Hire**

Chavez, Maria E.	NfL Family Liaison (B), Position #7938 Neighborhoods for Learning 6.0 hrs./180 days	12/06/2016
Covarrubias, Victoria	IA CELDT (B), Position #2435 Ed. Services 5.5 hrs./183 days	11/30/2016
Delgado, Daniela	Paraeducator III (B), Position 1956 Special Education 5.75 hrs./183 days	01/11/2017
Glass, Joshua	Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	11/30/2016
Gomez, Rebecca	Paraeducator III, Position #7902 Special Education 5.75 hrs./183 days	12/15/2016
Gurrola, Mishael	Site Technology Technician, Position #2946 Frank 5.0 hrs./246 days	12/12/2016
Lara, Alexis	Paraeducator III, Position #7851 Special Education 5.75 hrs./183 days	01/09/2017
Maldonado-Rios, Dalymar	Paraeducator II (B), Position 6717 Special Education 5.75 hrs./183 days	01/09/2017
Martinez, Samuel	Plumber, Position #72 Facilities 8.0 hrs./246 days	12/13/2016
Ontiveros, Marisol	Paraeducator III, Position #7878 Special Education 5.75 hrs./183 days	01/10/2017
Quinn, Emily	Paraeducator III, Position #7850 Special Education 5.75 hrs./183 days	12/05/2016
Tapia De Cendejas, Alejandra	Preschool Assistant (B), Position #2147 Sierra Linda 3.0 hrs./183 days	12/08/2016
Zamarripa, Jennifer	Paraeducator II (B), Position #6434 Special Education 5.75 hrs./183 days	01/09/2017
Valles, Alejandro	Accounting Specialist III, Position #1810 Budget & Finance 8.0 hrs./246 days	01/03/2017

**Limited Term**

Castaneda, Crystal	Paraeducator	12/07/2016
Castillo, Olivia	Clerical	12/12/2016
Humphrey, Jamie	Paraeducator	12/06/2016
Koriesa, Azza M.	Paraeducator	12/01/2016
Macen, Adela	Paraeducator	11/15/2016
Martinez, Samuel	Paraeducator	12/09/2016
Navarro Hernandez, Elizabeth	Paraeducator	11/28/2016
Pacheco, Rita	Paraeducator	12/12/2016
Rivas Saucedo, Norberto	Grounds Maintenance Worker	11/22/2016
Stanton, Sadie	Paraeducator	11/28/2016
Vasquez, Justine	Paraeducator	12/09/2016

**Exempt**

Hernandez, Julie	AVID	11/14/2016
Castellanos, Sandra	Campus Assistant	12/01/2016
Cuevas Ayala, Fernando	Campus Assistant	11/28/2016
Harris, Aaron	Campus Assistant	11/16/2016
Rodriguez, Julien	Campus Assistant	12/10/2016
Sanchez, Francisco	Campus Assistant	12/01/2016
Sepulveda, Jesse	Campus Assistant	12/05/2016

**Promotion**

Pulido, Daniel	Paraeducator III (B), Position #2683 Special Education 5.75 hrs./183 days	01/09/2017
	Paraeducator II, Position #6734 Special Education.75 hrs./183 days	
Rojas, Elias	Grounds Equipment Operator, Position #421 Facilities 8.0 hrs./246 days	12/19/2016
	Grounds Maintenance Worker I, Position #1173 Facilities 8.0 hrs./246 days	
Vasquez, Christian	Maintenance Worker I, Position #5845 Facilities 8.0 hrs./246 days	01/09/2017
	Paraeducator II, Position #1805 Special Education 5.75 hrs./183 days	

**Transfer**

Aspera, Ivan	Custodian, Position #533 Chavez 8.0 hrs./246 days	12/05/2016
	Custodian, Position #632 Lemonwood 8.0 hrs./246 days	
Rodarte, Maribel	Child Nutrition Worker, Position #2426 Fremont 5.5 hrs./185 days	12/05/2016
	Child Nutrition Worker, Position #7277 Fremont 5.0 hrs./185 days	
Rodas, Derick	Site Technology Technician, Position #2207 Kamala 8.0 hrs./246 days	12/19/2016
	Site Technology Technician, Position #6804 Frank 8.0 hrs./192 days	

**Reinstatement**

Zamarripa, Jovana	Paraeducator II (B), Position #5561 Special Education 5.75 hrs./183 days	01/09/2017
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**Resignation**

Flores, Leonela	Paraeducator I, Position #7194 Sierra Linda 3.10 hrs./183 days	12/02/2016
Montes, Gladys	Paraeducator I, Position #7260 Soria 5.0 hrs./183 days	12/16/2016

**Retirement**

Herrera, Maria	Instructional Assistant RSP, Position #356 Special Education 5.5 hrs./183 days	12/30/2016
Jose, Arturo	Custodian, Position #1510 Curren 8.0 hrs./246 days	04/06/2017

OSD BOARD AGENDA ITEM

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

Date of Meeting: **January 18, 2017**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_  
Agreement Category: \_\_\_\_\_  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of the Variable Term Waiver for a Multiple Subject Teaching Credential for Adriana Camarillo-Salazar (Vaca)**

---

There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the *Variable Term Waiver*, as described under Education Code 44252(b), for **Adriana Camarillo-Salazar** to serve as a kindergarten, bilingual teacher for the 2016/17 school year beginning August 16, 2016 at Curren School, while she takes and passes the California Basic Educational Skills Test (CBEST) for a clear Multiple Subject Teaching credential.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources and Support Services that the Board of Trustees approve the Variable Term Waiver for a clear Multiple Subject Teaching credential for Adriana Camarillo-Salazar, as presented.

**ADDITIONAL MATERIAL:**

None

**GOAL:**

**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.

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 1/18/17**

- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Chavez Single Plan for Student Achievement (Freeman/Perez)**

---

The Chavez School SPSA has been revised to include the signature of the site's ELAC president to indicate that input from ELAC was considered in developing the SPSA. The previously approved SPSA did not contain the ELAC president's signature. No other changes were made to the SPSA.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** It is recommended of the Assistant Superintendent, Educational Services that the Board approves the Chavez SPSA with the inclusion of the ELAC president's signature.

**ADDITIONAL MATERIAL:** Chavez Single Plan for Student Achievement

# The Single Plan for Student Achievement

**School:** Cesar E. Chavez K-8 School  
**CDS Code:** 56725386055321  
**District:** Oxnard School District  
**Principal:** Mrs. Brasilia Perez  
**Revision Date:** October 2016

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

**Contact Person:** Brasilia Perez  
**Position:** Principal  
**Phone Number:** (805) 385-1524  
**Address:** 301 North Marquita St.  
Oxnard, CA 93030-3792  
**E-mail Address:** bperez@oxnardsd.org

**The District Governing Board approved this revision of the SPSA on .**

## Table of Contents

School Vision and Mission .....	4
School Profile.....	4
School and Student Performance Data .....	6
CAASPP Results (All Students) .....	6
CELDT (Annual Assessment) Results.....	10
Title III Accountability (School Data) .....	11
Title III Accountability (District Data).....	13
Planned Improvements in Student Performance .....	14
School Goal #1.....	14
Strategy #1.....	16
Strategy #2.....	19
Strategy #3.....	22
Strategy #4.....	23
Strategy #5.....	25
Strategy #6.....	27
Strategy #7.....	30
School Goal #2.....	31
Strategy #1.....	33
Strategy #2.....	35
Strategy #3.....	37
Strategy #4.....	38
Strategy #5.....	40
Strategy #6.....	41
Strategy #7.....	43
School Goal #3.....	44
Strategy #1.....	46
Strategy #2.....	48
Strategy #3.....	50
Strategy #4.....	51
Strategy #5.....	53
Strategy #6.....	54
Strategy #7.....	55
School Goal #4.....	56
Strategy #1.....	58



Strategy #2.....	61
Strategy #3.....	62
Strategy #4.....	63
Strategy #5.....	64
Strategy #6.....	65
Strategy #7.....	67
School Goal #5.....	68
Strategy #1.....	70
Strategy #2.....	72
Strategy #3.....	74
Strategy #4.....	75
Strategy #5.....	76
Strategy #6.....	77
Strategy #7.....	78
Centralized Services for Planned Improvements in Student Performance .....	79
Summary of Expenditures in this Plan.....	82
Total Expenditures by Object Type and Funding Source .....	82
Total Expenditures by Funding Source .....	83
Annual Evaluation.....	84
School Site Council Membership.....	88
Recommendations and Assurances.....	89
Parent Involvement Policy.....	90

## School Vision and Mission

### Cesar E. Chavez K-8 School's Vision and Mission Statements

Vision:

Where students soar to their full potential.

Mission:

Support Resilient and Independent Learners through Rigorous and Engaging Experiences utilizing Technology through Literacy and Communication Arts (CALCAT) to prepare them for an ever changing world.

## School Profile

With our Mission, Vision, and Commitments in mind, we at Cesar E. Chavez K-8 School consistently and diligently work to improve upon our successful gains in student achievement. A focus on strong first instruction drives the entire staff as we are all an integral part of the team supporting students in their learning. Hard work and dedication to goals resulted in the development of our Academic Strand – Chavez Academy of Literacy, Communications Arts, and Technology with a commitment to grow the program each year.

Chavez School was established in 1951 and is one of twenty schools in the Oxnard Elementary School District. For the 2016-2017 school years, Chavez School served 965 kindergarten through eighth grade students on a traditional schedule. The school also contains one computer lab, with a full time computer technician, two science labs, and a library with a full time library technician. In addition, Chavez receives support from a speech pathologist, two resource teachers, an outreach specialist, an academic coach as well as support from a school counselor and a school psychologist.

We continue to examine the areas of teaching and learning, interventions, in-coming Kindergarten transitions, 5th to 6th, 6th to 7th, and 8th to 9th grade transitions, professional development, parent involvement, and after school program. We currently have the Dual Language Program - DLI in Kindergarten to second grade. We critically examine and determine what actions empower our students to achieve and which areas need further development in order to enable more students to achieve greater success.

The majority of focus behind our success at Chavez K-8 School has been in the area of teaching and learning. Our teachers collaborate to explore the new Common Core State Standards (CCSS) and emphasize on technology through the 1:1 iPad implementation. We continue to use reading/language arts curriculum and My Math from McGraw Hill K-5, CMP3 in 6th-8th grade, in addition to implementing SIPPs as alternative reading intervention program and English 3D as supplemental English Learner Development program for English Learners. Additional support in the area of teaching and learning contribute to our growth in student achievement. School wide use of the Accelerated Reader program assists in expanding student vocabulary and comprehension skills in reading/language arts. Implementation of the MyON program in Kindergarten supports early reading skills that will enable students to enter 1st grade on or above grade level. Intervention Support Providers (ISP), servicing all grades, allow teachers to further target specific students and provide intervention at LEAD time during school day as a follow-up to classroom instruction. Chavez is committed to providing appropriate interventions for all students. The Response to Intervention (RTI) model at Chavez now practices LEAD (Leveled Education for Academic Differentiation). This process involves grade level teaming where all students from one grade level are directed to intervention groups based on their areas of need for support and advancement. Intervention group size is reduced and the levels of differentiation is increased by adding support from ISP teachers. Chavez conducts regular Coordinated Services Team (COST) and Student Success Team (SST) meetings with a panel of staff members to address the needs of at risk students.

The teaching staff at Chavez is committed to the process of implementing CCSS and is focused on implementing higher level thinking and learning for all students. The principal monitors quality content area instruction through classroom visitations, grade-level meetings with teachers, and student monitoring conferences with individual teachers once each trimester.

Parent involvement is a key element for the continued academic success at Chavez School. Teachers regularly communicate with parents by phone, written notes, and with involvement at the school site. Understanding the school's education program, student achievement, and curriculum development assists both school and community in on-going program improvement. Parents are welcomed to join Chavez School activities through a variety of general parent meetings, monthly principal morning chats, parent nights, and individual classroom parent meetings/programs. Teachers use standards based progress reports and assessment data at parent/teacher conferences to inform parents of their children's progress. Chavez staff also presents parent education nights in the content areas of reading, language arts, and mathematics to help parents support their students' success in these key academic areas. Our new school counselor and Out Reach Consultant (ORC) will provide parenting classes using the Triple P and Parent Project curriculum this year. Parenting classes are offered in English and in Spanish to further encourage parents' participation and to support positive interaction with their children. Chavez School communicates this information to all stakeholders on a regular basis including SSC, ELAC, Title 1, PTA, and Coffee with the Principal meetings.

Chavez School has become proficient at using data on many levels to help guide our teaching and learning. Through a site variance, we continue to bank minutes to provide regularly scheduled facilitated grade level meetings to collaborate on analysis of Houghton Mifflin language arts, mathematics curriculum, and English Language Development (ELD) as well as data from DIBELS, Essential Literacy Skills Benchmark for grades K-1, and STAR 360 data K-8. Teachers share grade level data to plan lessons, identify strategic instructional strategies, and target students needing intervention. Data analysis allows teachers, parents, and students to monitor progress toward academic goals, determine which strategies and interventions are working, identify which students need before or after school tutoring, and target specific needs of individual students to maximize their potential achievement. Planning for intervention is driven by data analysis which targets individual students who need to have focused instruction in targeted areas to increase their academic achievement.

The acquisition of academic English language skills continues to be an important goal for Chavez School students, especially for our English Language Learners (ELL). To help build this strong academic base, we continue to build upon this fundamental instruction through building essential vocabulary. Students coming from the English Language Development (ELD) instruction is a top priority in all grade levels. The entire Chavez School staff models English across the school setting to provide practical use and practice opportunities for ELL students. This year we will continue to provide focused ELD and plan to provide after school tutoring for English Learner students based on their CELDT subtest scores. We also continue to incorporate SIOP strategies into our lesson planning and delivery. Furthermore, Chavez School continues to have an on-site Instructional Coach to support K-8 teachers and students in those core content areas. Chavez will continue staff development on how to transition ELL students to English, including the development of academic vocabulary and language skills.

Through constant reevaluation of the mission, vision, and commitment and a critical analysis of our best practices and changing needs, Chavez School dedicates ourselves to providing a strong foundation in a journey of lifelong learning for all of our students, families, and communities.

## School and Student Performance Data

### CAASPP Results (All Students)

#### English Language Arts/Literacy

Overall Participation for All Students								
Grade Level	# of Students Enrolled		# of Students Tested		# of Students with Scores		% of Enrolled Students Tested	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	110	89	108	89	108	89	98.2	100
Grade 4	125	105	125	105	125	105	100.0	100
Grade 5	92	136	92	134	92	134	100.0	98.5
Grade 6	124	110	123	107	123	107	99.2	97.3
Grade 7	96	116	95	115	95	115	99.0	98.3
Grade 8		80		79		79		98.8
All Grades	547	636	543	629	543	629	99.3	98.7

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students										
Grade Level	Mean Scale Score		% Standard Exceeded		% Standard Met		% Standard Nearly Met		% Standard Not Met	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	2350.8	2354.2	3	4	13	8	23	29	61	58
Grade 4	2383.4	2396.2	4	4	8	13	18	25	70	58
Grade 5	2434.0	2428.3	3	2	17	17	24	22	55	59
Grade 6	2451.2	2459.5	3	2	12	17	25	36	59	45
Grade 7	2466.1	2456.8	3	3	12	8	27	23	58	67
Grade 8		2479.9		3		13		27		58
All Grades	N/A	N/A	3	3	12	13	23	27	61	58

Reading						
Demonstrating understanding of literary and non-fictional texts						
Grade Level	% Above Standard		% At or Near Standard		% Below Standard	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	7	3	31	35	62	62
Grade 4	6	4	34	39	61	57
Grade 5	8	4	35	32	58	63
Grade 6	3	2	36	44	61	54
Grade 7	2	3	42	30	56	67
Grade 8		6		27		67
All Grades	5	4	35	35	60	62

Writing Producing clear and purposeful writing						
Grade Level	% Above Standard		% At or Near Standard		% Below Standard	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	5	8	33	37	62	55
Grade 4	2	7	29	43	69	50
Grade 5	8	7	37	40	55	54
Grade 6	7	7	33	43	60	50
Grade 7	7	3	45	37	47	60
Grade 8		5		39		56
All Grades	6	6	35	40	59	54

Listening Demonstrating effective communication skills						
Grade Level	% Above Standard		% At or Near Standard		% Below Standard	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	0	4	68	58	32	37
Grade 4	4	4	52	75	44	21
Grade 5	3	3	58	60	39	37
Grade 6	3	6	61	65	36	29
Grade 7	5	3	47	54	47	43
Grade 8		0		54		46
All Grades	3	3	57	62	40	35

Research/Inquiry Investigating, analyzing, and presenting information						
Grade Level	% Above Standard		% At or Near Standard		% Below Standard	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	4	6	43	42	54	53
Grade 4	5	3	40	45	55	52
Grade 5	11	10	48	57	41	32
Grade 6	9	12	58	51	33	36
Grade 7	7	6	44	37	48	57
Grade 8		4		44		52
All Grades	7	7	47	47	46	46

Conclusions based on this data:

## School and Student Performance Data

### CAASPP Results (All Students)

#### Mathematics

Overall Participation for All Students								
Grade Level	# of Students Enrolled		# of Students Tested		# of Students with Scores		% of Enrolled Students Tested	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	110	89	109	89	109	89	99.1	100
Grade 4	125	105	125	105	124	105	100.0	100
Grade 5	92	136	92	134	92	134	100.0	98.5
Grade 6	124	110	123	107	123	107	99.2	97.3
Grade 7	96	116	95	115	95	115	99.0	98.3
Grade 8		80		79		79		98.8
All Grades	547	636	544	629	543	629	99.5	98.7

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students										
Grade Level	Mean Scale Score		% Standard Exceeded		% Standard Met		% Standard Nearly Met		% Standard Not Met	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	2385.4	2379.8	2	3	17	16	34	27	47	54
Grade 4	2402.0	2415.2	4	0	7	12	28	42	60	46
Grade 5	2429.8	2425.8	0	3	5	4	30	28	64	66
Grade 6	2422.3	2431.0	2	6	9	1	16	31	72	63
Grade 7	2435.1	2420.3	2	1	5	3	22	21	71	76
Grade 8		2429.8		3		5		11		81
All Grades	N/A	N/A	2	3	9	6	26	27	63	64

Concepts & Procedures Applying mathematical concepts and procedures						
Grade Level	% Above Standard		% At or Near Standard		% Below Standard	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	13	18	32	24	55	58
Grade 4	7	3	19	31	74	66
Grade 5	2	4	16	19	82	76
Grade 6	4	5	16	17	80	79
Grade 7	5	2	19	17	76	81
Grade 8		4		10		86
All Grades	6	6	20	20	73	74

**Problem Solving & Modeling/Data Analysis**  
Using appropriate tools and strategies to solve real world and mathematical problems

Grade Level	% Above Standard		% At or Near Standard		% Below Standard	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	5	4	38	44	58	52
Grade 4	6	1	27	43	68	56
Grade 5	0	3	29	25	71	72
Grade 6	2	5	29	23	68	72
Grade 7	3	0	45	34	52	66
Grade 8		5		35		59
All Grades	3	3	33	33	64	64

**Communicating Reasoning**  
Demonstrating ability to support mathematical conclusions

Grade Level	% Above Standard		% At or Near Standard		% Below Standard	
	2014-15	2015-16	2014-15	2015-16	2014-15	2015-16
Grade 3	4	8	56	51	40	42
Grade 4	5	2	27	50	69	48
Grade 5	1	5	37	34	62	60
Grade 6	3	6	31	43	66	51
Grade 7	3	3	65	25	32	72
Grade 8		1		42		57
All Grades	3	4	42	40	55	56

**Conclusions based on this data:**

## School and Student Performance Data

### CELDT (Annual Assessment) Results

Grade	Percent of Students by Proficiency Level on CELDT Annual Assessment														
	Advanced			Early Advanced			Intermediate			Early Intermediate			Beginning		
	13-14	14-15	15-16	13-14	14-15	15-16	13-14	14-15	15-16	13-14	14-15	15-16	13-14	14-15	15-16
<b>K</b>							25	7	22	50	27	22	25	67	56
<b>1</b>	2		1	7	6	8	31	32	35	24	30	38	36	32	18
<b>2</b>		2	1	11	18	11	43	37	32	37	29	37	9	14	19
<b>3</b>		3	2	14	14	13	47	49	50	31	26	16	9	8	19
<b>4</b>	2	3	3	19	20	14	44	56	57	19	18	17	16	4	9
<b>5</b>	2	8	6	35	37	38	50	45	40	6	7	13	6	3	4
<b>6</b>		1	5	33	24	42	49	55	32	16	14	14	2	5	7
<b>7</b>		6	4		40	40		47	40		8	13			1
<b>8</b>			11			30			54			2			2
<b>Total</b>	1	3	4	17	20	23	42	44	41	24	20	20	16	13	12

#### Conclusions based on this data:

1. The assessment results above show the majority of English Learner students in grades K and 1st in the Beginning level of English proficiency, with 47% kindergarteners and 28% first graders .
2. In addition, 62% of the English Learner 1st graders are scoring in the Intermediate and Early Intermediate levels.
3. In grades 2nd through 5th, the majority of students' results are in the Intermediate level of proficiency.



## School and Student Performance Data

### Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2013-14	2014-15	2015-16
Number of Annual Testers	496	560	575
Percent with Prior Year Data	100.0%	100%	100.0%
Number in Cohort	496	560	575
Number Met	245	277	284
Percent Met	49.4%	49.5%	49.4%
NCLB Target	59.0	60.5	62.0%
Met Target	No	No	N/A

AMAO 2	Attaining English Proficiency					
	2013-14		2014-15		2015-16	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	553	108	433	197	385	250
Number Met	48	37	54	65	34	101
Percent Met	8.7%	34.3%	12.5%	33.0%	8.8%	40.4%
NCLB Target	22.8	49.0	24.2	50.9	25.4%	52.8%
Met Target	No	No	No	No	N/A	N/A

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2013-14	2014-15	2015-16
<b>English-Language Arts</b>			
Met Participation Rate		Yes	Yes
Met Percent Proficient or Above		--	
<b>Mathematics</b>			
Met Participation Rate		Yes	Yes
Met Percent Proficient or Above		--	

#### Conclusions based on this data:

1. Chavez students have not met the AMAOs since the 2010 - 2011 school year. Teachers continue to provide instruction to ELs using SIOP strategies. ELs receive targeted instruction in English through SIPPS, an intervention that is available for students in grades 1 - 6 for two weeks in the summer and during the school year before and after school.
2. We have recently purchased MyON for students in grades K-8. This is a reading program that concentrates on non-fictional text and incorporates vocabulary, writing and reading comprehension strategies. We are expecting to see an increase in Lexile levels and hope that this will increase the number of students reading on grade level.
3. The students with less than 5 years of EL instruction are significantly lower than those with more than five years. We need to provide these students with a more rigorous program and more opportunities to speak English during the school day. We will also provide tutoring opportunities for these students.



## School and Student Performance Data

### Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2013-14	2014-15	2015-16
Number of Annual Testers	7411	7830	7,647
Percent with Prior Year Data	100.0		100
Number in Cohort	7411	7830	7,646
Number Met	3846	3802	3,767
Percent Met	51.9	48.6	49.3
NCLB Target	59.0	60.5	62.0%
Met Target	No	No	N/A

AMAO 2	Attaining English Proficiency					
	2013-14		2014-15		2015-16	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	6653	2316	6693	2596	6,489	2,541
Number Met	877	939	862	992	798	889
Percent Met	13.2	40.5	12.9	38.2	12.3	35
NCLB Target	22.8	49.0	24.2	50.9	25.4%	52.8%
Met Target	No	No	No	No	N/A	N/A

AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2013-14	2014-15	2015-16
<b>English-Language Arts</b>			
Met Participation Rate	Yes	99	
Met Percent Proficient or Above	No	N/A	
<b>Mathematics</b>			
Met Participation Rate	Yes	99	
Met Percent Proficient or Above	No	N/A	
<b>Met Target for AMAO 3</b>	<b>No</b>		<b>N/A</b>

#### Conclusions based on this data:

1. The results are consistent with the findings at Chavez. There seems to have been a drop district-wide on the 2013-2014 tests.
2. The Chavez students, have results as OSD students having less than 5 years of ELD scored lower than those with 5 or more years of instruction.
3. The performance data above shows the annual growth target for AMAO 1 was not met. Although there was a consistent increase in percentages of students meeting the target over the last three years, the 2013 results of 50.8% did not meet the 57.5% NCLB target.

## Planned Improvements in Student Performance

### School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SUBJECT: Language Arts</b>
<b>LEA GOALS:</b>
<ol style="list-style-type: none"><li>1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.</li><li>2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.</li><li>3. By 2005-06, all students will be taught by highly qualified teachers.</li><li>4. All students will be educated in learning environments that are safe, drug free, and conducive to learning.</li><li>5. All students will graduate from high school</li></ol>
<b>SCHOOL GOAL #1:</b>
Kindergarten: All students will exit kindergarten at benchmark on First Sound Fluency, Letter Naming Fluency, Phoneme Segmentation, and Nonsense Word Fluency. 1st – 5th Grades: Students shall be at grade level or reduce the distance between their reading level and grade level by 1.5 years growth 6th-8th grade: 70% of students and the significant special population groups in 7th and 8th grade will not earn an F grade in Language Arts on the Trimester 3 Report Card. This goal pertains to all students including the following special population groups: English Learners, Migrant Students, Special Education, SED, Foster/Homeless Students and Hispanic.
<b>Data Used to Form this Goal:</b>
Essential Literacy Skills Benchmarks (Kindergarten and 1st grades) STAR 360 Reading and Early Literacy Assessment assessment results (Kindergarten to 8th grade) Interim Formative Assessments (grades K-8) CAASPP results CELDT results
<b>Findings from the Analysis of this Data:</b>
The percentage of students attaining benchmark in Essential Literacy Skills Benchmarks at the end of the 2015-2016 school year: English Kindergarten - 18% Spanish Kindergarten - 25%
The percentage of students attaining proficiency on the STAR 360 in Language Arts Assessment for the end of 2015-2016 school year. 1st grade - 11%

2nd grade - 27%  
3rd grade - 31%  
4th grade - 37%  
5th grade - 37%  
6th grade - 35%  
7th grade - 32%  
8th grade - 20%

The percentage of students attaining proficiency on the CAASPP Assessments in Language Arts at the end of the 2015-2016 school year.

3rd grade - 16%  
4th grade - 17%  
5th grade - 19 %  
6th grade - 19%  
7th grade - 11%  
8th grade - 9%

**How the School will Evaluate the Progress of this Goal:**

STAR Reading Early Literacy (K-1)  
STAR Reading 360 (2-8)  
Essential Skills (Kindergarten and 1st grade)  
DIBELS assessment (K-6)  
Teachers will meet in grade level meetings after assessment periods to analyze data  
Interim Formative Assessments  
MTSS  
Progress Monitoring  
CAASPP

**Strategy #1**

**STRATEGY:**  
 TEACHING AND LEARNING The school will ensure full implementation of the state approved language arts curriculum and support the Common Core State Standards for language arts.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The Instructional Coach will support teachers in implementing the adopted English Language Arts curriculum.	Instructional Coach	August 2016 - June 2017	Certificated Salaries: TOSA salary	1000-1999: Certificated Personnel Salaries	District Funded	123686
Implementation of systematic instruction of Language Arts using district adopted curriculum materials	Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0
District adopted Language Arts curriculum implementation guides will be used to guide instruction and assessment.	Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0
The STAR 360 Reading and Early Literacy assessment will be administered at least 2 times a year.	Teachers K-8 Instructional Coach	August 2016 - June 2017	District Funded	None Specified	District Funded	0
The STAR 360 Reading and Early Literacy assessment will be analyzed and monitored all year for patterns of academic growth.	Teachers K-8, Instructional Coach, substitute teachers	August 2016 - June 2017	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The Interim Formative Assessments for ELA will be administered to students 3 times a year (grades 3-8)	Teachers K-8 Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Staff will input all formative assessment results into OARS, evaluate and analyze results and use the information to inform instructional decisions.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Principal and Instructional Coach will conduct ELA and ELA data conferences with teachers at least twice a year to discuss assessment results.	Teachers K-8, Principal, Instructional Coach, teacher substitutes	August 2016 - June 2017	Substitute teachers	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	5000
					Title I	5000
Implementation of school wide systematic instruction on writing process (K-8) based on writing standards.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Site Technology Technician will maintain equipment and software to support student ELA learning through technology.	Site Technology Technician	August 2016 - June 2017	Classified Salaries: Computer Lab Tech salary	None Specified	District Funded	56240
Monitor and implement Accelerated Reader program	Teachers K-8, Library Technician, Instructional Coach, substitute teachers	August 2016 - June 2017	Classified Salaries: Librarian	None Specified	District Funded	58116
				2000-2999: Classified Personnel Salaries	LCFF - Targeted	3000
Materials and supplies will be purchased to support the core ELA instructional program.	All school staff	August 2016 - June 2017	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Targeted	1100
Teachers will have use of the laminator, Duplo copy machines and Xerox copy machines in order to make necessary copies of	Teachers K-8	August 2016 - June 2017	Maintenance Agreement for Xerox machines	5000-5999: Services And Other Operating Expenditures	LCFF - Discretionary	700

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
instructional materials				5000-5999: Services And Other Operating Expenditures	Discretionary	3000
				None Specified	District Funded	12636
Extra clerical support will be provided to support the school.	Teachers K-8, support staff	August 2016 - June 2017	Certificated Salaries	2000-2999: Classified Personnel Salaries	LCFF - Targeted	250
Implementation of the 3rd grade Transitional Bilingual Education class following the district's EL Master Plan.	Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0
Implementation of Dual Language Immersion for Kindergarten through second grade classes.	Teachers K-1	August 2016 - June 2017	District Funded	None Specified		0



**Strategy #2**

**STRATEGY:**

The school will ensure opportunity and equal educational access for all students.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Intervention Services Providers (2) will provide necessary ELA interventions for targeted services for students in grades 1st - 5th.	ISP teachers	September 2016 - June 2017	Certificated Salaries: (3.5 ISP's for ELA for 135 days)	1000-1999: Certificated Personnel Salaries	Title I	56810
Implementation of Universal Access (1st-5th) targeted to all groups to reinforce ELA standards-based instruction.	Teachers 1-5, ISP Teachers, Instructional Coach	September 2016 - June 2017	District Funded	None Specified		0
Intervention and enrichment materials will be utilized during Universal Access in Language Arts.	Teachers 1-6, ISP Teachers, Instructional Coach	September 2016 - June 2017	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Discretionary	1000
Instructional Assistants will provide necessary interventions in Reading and Writing for targeted services for students in 1st grade.	Teachers, Instructional Assistant	September 2016 - June 2017	Classified Salaries	2000-2999: Classified Personnel Salaries	Title I	16915
Implementation of Before and After School tutoring in Language Arts for targeted students, including Foster Youth.	Teachers K-8, Instructional Coach	September 2016 - June 2017	Certificated Salaries	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	8000
Purchase of Intervention Materials for before and after school tutoring English Language Arts.	Principal, Instructional Coach	September 2016 - June 2017	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Targeted	500
Students progress will be monitored using formative and summative assessments. ELA Intervention strategies will be	Teachers K-8, Instructional Coach, ISP	August 2016-June 2017	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
based on results.						
Staff will monitor at-risk students in ELA through the MTSS process, grade level meetings and analysis of data.	Teachers K-8, Principal	September 2016 - June 2017	District Funded	None Specified		0
Students will have opportunities to access technology for intervention or enrichment in ELA (i.e. iPods, iPad, applications, software.)	Teachers K-8, Principal	September 2016 - June 2017	Purchase of Apps for iPads	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	2735
Site Technology Technician will implement Student Technology Club as an enrichment after school program in ELA.	Site Technology Technician	September 2016 - June 2017	See Goal #1, Strategy #1, Action 10			
Students will participate in field trips and enrichment activities to enhance English Language Arts standards, specifically in writing and presentation.	Teachers K-8	September 2016 - June 2017	Transportation for field trip	5700-5799: Transfers Of Direct Costs	LCFF - Targeted	300
			Admission for field trip: Professional/Consulting Services	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	4197
				5700-5799: Transfers Of Direct Costs	LCFF - Discretionary	1354
Academic incentives will be provided to motivate and engage students in reading programs MyON and Accelerated Reader.	Teachers K-8, Principal, Instructional Coach	September 2016 - June 2017	Materials and supplies	4000-4999: Books And Supplies	LCFF - Targeted	500

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Instructional Assistants will provide necessary interventions in Reading and Writing for targeted services for English Learner students in Kindergarten in both Language Arts and English Language Development.	Teachers, Instructional Assistant	August 2016-June 2017	Classified Salaries	2000-2999: Classified Personnel Salaries	Title III	21840
Implementation of Before and After School tutoring in Language Arts and English Language Development for targeted English Learner students.	Teachers K-8, Instructional Coach	August 2016-June 2017	Certificated Salaries	1000-1999: Certificated Personnel Salaries	Title III	11733
Instructional Assistants will provide necessary interventions in Reading and Writing for targeted services for EL students in Dual Language Immersion.	Teachers, Instructional Assistant	August 2016-June 2017	Classified Salaries	2000-2999: Classified Personnel Salaries	LCFF - EL	17425

**Strategy #3**

**STRATEGY:**

The school will implement a transition plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Instructional Assistants will provide necessary ELA interventions for targeted services for students in Kindergarten.	Teachers K, Instructional Assistants	August 2016-Jun 2017	See Goal #1, Strategy #2, Action #13	None Specified	District Funded	0
Parent workshop will be provided for in-coming families of kindergarten students on Reading Readiness.	Teachers, Principal, Instructional Coach	August 2016	Materials and Supplies	4000-4999: Books And Supplies	Title I	1000
			Teacher Extra Hours	1000-1999: Certificated Personnel Salaries	Title I	1000
Collaboration between site kindergarten teachers on ELA Common Core Standards.	Teachers K	August 2016-Jun 2017	District Funded	None Specified		0

**Strategy #4**

<b>STRATEGY:</b>
The school will implement a transition plan for 6th to 7th grade transition and 8th grade to High School Transition.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 6th graders by providing time for vertical meetings between 6th and 7th grade teachers to discuss reading and writing levels.	Teachers 6-8	August 2016 - June 2017				
The school will implement a transition plan for 6th graders by providing a transition presentation to 6th grade students prior to entry into Middle School grades.	Principal, Teachers 6-8	August 2016 - June 2017	District Funded	None Specified		0
Special Education Teachers will meet with General Education Teachers to facilitate transition of 5th, 6th and 7th grade special education students.	Principal, Teachers 6-8	August 2016 - June 2017	District Funded	None Specified		0
The school will conduct an 8th grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.	Principal, 8th grade teachers	August 2016 - June 2017	District Funded	None Specified		0
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2017 - May 2017	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Middle School placement assessment administered to 5th, 6th, and 7th grade students in ELA.	Teachers 6-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	August 2016 - June 2017	District Funded	None Specified		0

**Strategy #5**

**STRATEGY:**  
 The school will provide professional development to support the full implementation of the State approved language arts curriculum and support the Common Core State Standards for language arts.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Professional development will be provided for teachers for Language Arts.	Teachers K-8	August 2016 - June 2017	Travel and Conferences	5000-5999: Services And Other Operating Expenditures	Title I	1500
The school will provide opportunities for staff to attend professional development in English Language Arts.	Teachers K-8, Instructional Coach, Administration	August 2016 - June 2017	Travel and Conference	5000-5999: Services And Other Operating Expenditures	LCFF - Targeted	2000
Instructional Coach will present professional development to teachers to improve instructional practice in Language Arts.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Teachers will meet in grade level teams 2-3 times a month (in after school grade level meetings) to analyze ELA and ELD data, monitor student progress and plan for the regular instructional program as well as interventions.	Teachers K-8, Instructional Coach Support staff	August 2016 - June 2017	District Funded	None Specified		0
The school will provide release time for teachers to observe each other teach; time to meet with coaches to plan; and time to collaborate on special projects related to ELA and ELD.	Teachers K-8, Instructional Coach	August 2016 - June 2017	Need substitute teachers for Teachers K-8	1000-1999: Certificated Personnel Salaries 1000-1999: Certificated Personnel Salaries	Discretionary Title I	2000 1000

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Teacher Leadership Team will meet to discuss, plan, and monitor ELA school improvement.	Teachers K-8, Instructional Coach	August 2016 - June 2017	Need substitute teachers for Teachers K-8	1000-1999: Certificated Personnel Salaries	Title I	2000
The school will provide RTI training for staff through Ventura County Office of Education.	Principal Teachers K-8	January, May 2017	Travel and Conferences	5000-5999: Services And Other Operating Expenditures	LCFF - Targeted	3000
The school will provide staff development in developing professional learning communities through Cultural Diversity.	Staff	March 2017	District Funded	None Specified		0
The school will provide training for teachers in understanding and working with students and adults from different cultural backgrounds and SES.	Principal Teachers K-8	August 2016-June 2017				
Instructional Coach will support teachers (in the classroom) in implementing curriculum, analyzing data and instructing in best practices in ELA.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0



**Strategy #6**

<b>STRATEGY:</b>
The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Title I meeting will be held to inform parents of school goals, programs, and activities.	Principal, Parents	August 2016 - June 2017	Classified Salaries: Clerical translation and preparation of documents for parents	2000-2999: Classified Personnel Salaries	LCFF - Targeted	150
The Parent Compact will be developed and revised at parent meetings.	Office staff, Principal, SSC, Parents, Leadership Team	August 2016 - June 2017	District Funded	None Specified		0
The Parent Involvement Policy will be developed and revised at parent meetings.	Principal, Leadership Team, SSC, Parents	August 2016 - June 2017	District Funded	None Specified		0
Parent workshops which focus on Literacy Skills skills.	ORC, Parents	August 2016 - June 2017	Classified Salaries: ORC - O.T. to accommodate parents in afternoon times	2000-2999: Classified Personnel Salaries	LCFF - Discretionary	500
			District Funded Classified Salaries: ORC	None Specified	District Funded	31357
			Clerical - O.T. - preparation and assistance of parent needs	2000-2999: Classified Personnel Salaries	Title III	500
Parent/Teacher conferences will be held to inform families of student ELA and ELD progress, ensuring the availability of	Teachers K-8, Classified Personnel, Principal, Assistant Principals	August 2016 - June 2017	Classified Personnel - Verbal Translation - O.T. and Extra Help	2000-2999: Classified Personnel Salaries	LCFF - EL	2500

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
translation services.				2000-2999: Classified Personnel Salaries	Title III	755
Coffee with the Principal meetings will be held so parents learn how they can assist their child at home in Language Arts and learn about school goals.	Principal, Parents	August 2016 - June 2017	District Funded	None Specified		0
SST/IEP meetings will be held to plan individual student support	Teachers K-8, Substitute Teachers, Principal	August 2016 - June 2017	District Funded	None Specified		0
Parent workshops which focus on ELA Common Core Standards, textbook adoptions, technology, and report cards will be provided to assist parents in supporting their children at home, ensuring childcare.	Principal, Teacher K-8, Instructional Coach	August 2016 - June 2017	Classified Personnel - Babysitting - provide childcare	2000-2999: Classified Personnel Salaries	LCFF - Targeted	500
			Materials and Supplies	4000-4999: Books And Supplies	LCFF - Targeted	500
			Clerical - O.T. - preparation and assistance of parent needs	2000-2999: Classified Personnel Salaries	Title III	250
Notify parents of upcoming events through school marquee, ConnectEd calls, and updated school website with information for parents.	Principal, Support Staff, Parents	August 2016 - June 2017	District Funded	None Specified		0
Coordinate School Site Council (SSC) and English Learner Advisory Council (ELAC) meetings and jointly develop agendas with parent input.	Principal, SSC, parents	August 2016 - June 2017	District Funded	None Specified		0
Utilize iPads to support organization, student achievement in ELA and home-	Principal, Parents, Teachers K-8	August 2016 - June 2017				

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
school communication.						

**Strategy #7**

<b>STRATEGY:</b>
The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing a teacher liaison: Meets monthly with ASES Administrator and other Liaisons. Meets with school staff as needed.	Teacher Liaison, ASP staff, Teachers K-8	August 2016 - June 2017	ASES grant	1000-1999: Certificated Personnel Salaries	ASES	3600
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day programs and services.	ASES Administrator, Principal, Site Coordinator, Teacher Liaison	August 2016 - June 2017	ASES	None Specified		0

## Planned Improvements in Student Performance

### School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SUBJECT: Mathematics</b>
<b>LEA GOALS:</b>
<ol style="list-style-type: none"><li>1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.</li><li>2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.</li><li>3. By 2005-06, all students will be taught by highly qualified teachers.</li><li>4. All students will be educated in learning environments that are safe, drug free, and conducive to learning.</li><li>5. All students will graduate from high school</li></ol>
<b>SCHOOL GOAL #2:</b>
Mathematics: Students shall obtain grade level proficiency by scoring 70% or higher on the K-8 publisher summative assessments. This goal pertains to all students including the following special population groups: English Learners, Migrant Students, Special Education, SED, Foster/Homeless Students and Hispanics.
<b>Data Used to Form this Goal:</b>
Mathematics K-5th- McGraw-Hill, My Math Unit Assessment Mathematics 6th-8th- CMP3 Math Pearson Prentice Hall Unit Assessment STAR 360 Math assessment results (Kindergarten to 8th grade) Interim Formative Assessments (grades K-8) CAASPP results

**Findings from the Analysis of this Data:**

The percentage of students attaining proficiency on the STAR 360 in Mathematics Assessment for the end of 2015-2016 school year.

1st grade - 85%  
2nd grade - 45%  
3rd grade - 64%  
4th grade - 63%  
5th grade - 52%  
6th grade - 56%  
7th grade - 42%  
8th grade - 51%

The percentage of students attaining proficiency on the CAASPP Assessments in Mathematics at the end of the 2015-2016 school year.

3rd grade = 12%  
4th grade = 7%  
5th grade = 7%  
6th grade = 9%  
7th grade = 8%

**How the School will Evaluate the Progress of this Goal:**

McGraw-Hill My Math chapter tests  
McGraw-Hill My Math benchmark tests  
Interim Formative Assessments  
Teachers will meet in grade level meetings after assessment periods to analyze data  
MTSS  
Progress Monitoring  
STAR 360 assessment  
CAASPP

**Strategy #1**

**STRATEGY:**

TEACHING AND LEARNING: The school will ensure the full Implementation of State Approved Math Curriculum and support the Common Core State Standards for Math.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The Instructional Coach will support teachers in implementing the adopted Math curriculum.	Instructional Coach	August 2016 - June 2017	Certificated Salaries: See Gaol #1, Strategy #1, Action #1			
Implementation of systematic instruction of Math using district adopted curriculum materials.	Teachers K-8 Instructional Coach Principal	August 2016 - June 2017	District Funded	None Specified		0
District adopted Math curriculum implementation guides will be used to guide instruction and assessment.	Teachers K-8 Instructional Coach Principal ISP	August 2016 - June 2017	District Funded	None Specified		0
Implementation of 2nd and 3rd grade Transitional Bilingual Education classes following the district's EL Master Plan	Teachers K-8 Instructional Coach Principal	August 2016 - June 2017	District Funded	None Specified		0
McGraw-Hill My Math chapter and benchmark assessments will be administered	Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0
The STAR 360 Math and Early Literacy assessment will be administered at least 2 times a year.	Principal Computer Site Tech	August 2016 - June 2017	District Funded	None Specified		0
The Interim Formative Assessments for Math will be administered to students 3 times a year (grades 3-8)	Principal Teachers K-8	August 2015 - June 2016	District Funded	None Specified		0
Staff will input all formative assessment results into OARS,	Teachers K-8 Librarian	August 2016 - June 2017	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
evaluate and analyze results and use information to inform instructional decisions.						
Principal will conduct data conferences with teachers at least twice a year to discuss Math assessment results.	Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0
Extra clerical support will be provided to support the school.	All School Staff	August 2016 - June 2017	Classifies Salaries: See Goal #1, Strategy #1, Action # 17			
Site Technology Technician will maintain equipment and software to support student Math learning through technology.	Site Technology Technician	August 2016 - June 2017	Classified Salaries: See Goal #1, Strategy #1, Action # 12			
Materials and supplies will be purchased to support the core Math instructional program.	All school staff	August 2016 - June 2017	Materials and Supplies: See Goal #1, Strategy #1, Action #15			
Teachers will have use of the laminator, Duplo copy machines and Xerox copy machines in order to make necessary copies of instructional materials.	Teachers K-8	August 2016 - June 2017	Maintenance Agreement: See Goal #1, Strategy #1, Action # 16			



**Strategy #2**

**STRATEGY:**

The school will ensure opportunity and equal educational access for interventions and enrichment for all students.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Implementation of Before and After School tutoring in Math for targeted students, including Foster Youth.	Teachers K-8	August 2016 - June 2017	Certificated Salaries: See Goal # 1, Strategy #1, Action #4			
Purchase of Math Intervention Materials for before and after school tutoring.	Principal K-8 Teachers	August 2016 - June 2017	District Funded	None Specified		0
Student progress will be monitored using formative and summative assessments. Math Intervention strategies will be based on results.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded (License Renewal)	None Specified		0
Staff will monitor at-risk students in Math through the MTSS process, grade level meetings and analysis of data.	Principal, Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0
Math Facts in a Flash will be used to support students with basic math computational skills.	AS Program staff	August 2016 - June 2017	District Funded	None Specified		0
Academic incentives will be provided to motivate and engage students in Mathematics.	Teachers K-8, Principal, Instructional Coach	August 2016 - June 2017	Materials and Supplies: See Goal #1, Strategy #2, Action # 14			
Students will have opportunities to access technology for intervention or enrichment in	Teacher Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Mathematics (i.e. iPods, iPads, applications, software)						
Site Technology Technician will implement Student Technology Club as an enrichment after school program.	Site Technology Technician	August 2016 - June 2017	Classified Salary: See Goal #1, Strategy # , Action #			0
Students will participate in field trips and enrichment activities to enhance Mathematics.	Teachers K-8	August 2016 - June 2017	Transportation Costs	5700-5799: Transfers Of Direct Costs	LCFF - Targeted	3000
			Admission for field trip: Professional/Consulting Services	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	3500

**Strategy #3**

**STRATEGY:**

The school will implement a transition plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Instructional Assistants will provide necessary interventions for targeted services for students in Kindergarten.	K Teachers, Instructional Assistant	August 2016 - June 2017	Classified Salaries: Goal #1, Strategy #2, Action #13	None Specified		0
Parent workshop will be provided for families of in-coming kindergarten students in Math literacy.	Principal, Instructional Coach, Teachers	August 2016 - June 2017	District Funded	None Specified		0
Collaboration between site kindergarten Teacher and site Pre-school Teachers.	K Teachers	August 2016 - June 2017	District Funded	None Specified		0

**Strategy #4**

**STRATEGY:**  
 The school will implement a transition plan for 5th and 6th grade students to 6th and 7th grade/8th grade students to High School.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 6th graders by providing time for vertical meetings between 6th and 7th grade teachers to analyze Mathematics skill levels.	Teachers 6-8, Instructional Coach	June 2017	See Goal #1, Strategy #1, Action # 1			
The school will provide transition presentation to 6th grade students prior to entry into Middle School.	Principal Teachers 6-8	May 2016 - June 2017	District Funded	None Specified		0
Special Education Teachers will meet with General Education Teachers to facilitate transition of 5th, 6th and 7th grade special education students.	Teachers K-8, Special Education Team Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
6th grade teachers will articulate with 7th grade teachers regarding Mathematics instruction and individual student progress during regular grade level meetings.	Teachers 6-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
The school will conduct an 8th grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.	Principal, 8th grade teachers	August 2016 - June 2017	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2016 - June 2017	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	January 2017 - June 2017	District Funded	None Specified		0
The school will implement support system for students' Mathematic skills through the AVID elective by providing AVID trained tutors to hold tutorial sessions.	AVID site coordinator, AVID elective teacher, AVID tutor	September 2016 - June 2017	AVID tutor	2000-2999: Classified Personnel Salaries	Title I	2537
			AVID tutorial training	2000-2999: Classified Personnel Salaries	Discretionary	309

**Strategy #5**

<b>STRATEGY:</b>
The school will provide professional development to support math instruction.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Professional development will be provided for teachers for Math.	Teachers K-8	August 2016 – June 2017	District Funded	None Specified		0
Instructional Coach will support teachers (in the classroom) in implementing Math curriculum, analyzing data and instructing best practices.	Teachers K-8, Instructional Coach	August 2016 – June 2017	District Funded	None Specified		0
Instructional Coach will present professional development to teachers to improve instructional practice in Math.	Teachers K-8, Instructional Coach	August 2016 – June 2017	District Funded	None Specified		0
Teachers will meet in grade level teams 2-3 times a month (after school) to analyze Math data, monitor student progress and plan for the regular instructional program as well as interventions.	Teachers K-8, Instructional Coach, Principal, substitutes	August 2016 – June 2017	District Funded	None Specified		0
Leadership Teacher Team will meet to discuss, plan and monitor school improvement Mathematics.	Teachers K-8, Instructional Coach, Principal, substitutes	August 2016 – June 2017	District Funded	None Specified		0

**Strategy #6**

<b>STRATEGY:</b>
The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)		
			Description	Type	Funding Source
Title 1 meeting will be held to inform parents of school goals, programs and activities.	Principal, Parents	August 2016 - June 2017	District Funded	None Specified	0
The Parent Compact will be developed and revised at parent meetings.	Principal Office Staff	August 2016 - June 2017	District Funded	None Specified	0
The Parent Involvement Policy will be developed/revised at parent meetings.	Principal, Leadership Team, SSC, Parents	August 2016 - June 2017	District Funded	None Specified	0
Parent workshops which focus on parenting skills will be conducted by City Impact and supported by the Outreach Resource Consultant (ORC).	ORC, Parents	August 2016 - June 2017	District Funded	None Specified	0
Parent/Teacher conferences will be held so parents can learn how they can assist their child at home in Math and learn about school goals, ensuring the availability of translation services.	Teachers K-8	August 2016 - June 2017	District Funded	None Specified	0
Coffee with the Principal meetings will be held so parents learn how they can assist their child at home in Math and learn about school goals.	Principal, Parents	August 2016 - June 2017	District Funded	None Specified	0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
SST/IEP meetings will be held to plan individual student support.	Teachers K-8, Teacher Substitutes, Principal	August 2016 - June 2017	District Funded	None Specified		0
Parent workshops which focus on Math Common Core Standards, textbook adoptions, technology and report cards will be provided to assist parents in supporting their children at home, ensuring childcare.	Teachers K-8, Principal, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Notify parents of upcoming events through school marquee, ConnectEd calls, and updated school website with information for parents.	Principal, Support Staff, Parents	August 2016 - June 2017	District Funded	None Specified		0
Coordinate School Site Council (SSC) and English Learner Advisory Council (ELAC) meetings and jointly develop agendas with parent input.	Principal, SSC, Parents, Leadership Team	August 2016 - June 2017	District Funded	None Specified		0
Utilize iPads to support organization, student achievement and home-school communication.	Teachers K-8, Parents	August 2016 - June 2017	District Funded	None Specified		0



**Strategy #7**

<b>STRATEGY:</b>
The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing a Teacher Liaison. Meets monthly with ASES Administrator and other Liaisons. Meets with school staff as needed.	Teacher Liaison, ASP Staff, Teachers K-8	August 2016 – June 2017	Certificated Salaries: See Goal #1, Strategy #7, Action #1			
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day programs and services.	After School Program Principal	August 2016 – June 2017	ASES grant	None Specified		0

## Planned Improvements in Student Performance

### School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SUBJECT: English Learners</b>
<b>LEA GOALS:</b>
<ol style="list-style-type: none"><li>1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.</li><li>2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.</li><li>3. By 2005-06, all students will be taught by highly qualified teachers.</li><li>4. All students will be educated in learning environments that are safe, drug free, and conducive to learning.</li><li>5. All students will graduate from high school</li></ol>
<b>SCHOOL GOAL #3:</b>
English Learners: EL students will progress at least one level or demonstrate progress in each of the four domains (speaking, listening, reading and writing) as measured y the CELDT. A. AMAO #1: 100% of all English Learners will advance one level on the CELDT B. AMAO #2: 25% of students who have been here less than 5 years will attain an Early Advanced or Advanced level on the CELDT 2. 50% of students who have been here more than 5 years will attain an Early Advanced or Advanced level on the CELDT C. AMAO #3: EL students scoring proficient will increase by 10% between Fall and Spring on the STAR 360 Reading and Math assessments.
<b>Data Used to Form this Goal:</b>
IPT CELDT AMAO data Interim Formative Assessments
<b>Findings from the Analysis of this Data:</b>
CELDT data AMAO #1 Not met AMAO #2 Not met

**How the School will Evaluate the Progress of this Goal:**

STAR Reading Early Literacy (K-1)

STAR Reading 360 (2-8) and Math 360 (K-8)

Teachers will meet in grade level meetings after each assessment period to analyze data.

MTSS

Student Progress Monitoring

Instructional Classroom Walkthrough Visits

IPT

CELDT

**Strategy #1**

<b>STRATEGY:</b>
TEACHING AND LEARNING: The school will ensure the full Implementation of State approved English Learner Development curriculum and support the Common Core State Standards for ELD.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Teachers will implement the District EL Master Plan.	Teachers K-8, Principal	August 2016 - June 2017	District Funded	None Specified		0
Intervention Services Provider (1) will provide necessary interventions for targeted services for students in grades 1st - 5th during designated English Language Development to targeted English Language group.	Teachers K-8, Instructional Coach	August 2016 - June 2017	Certificated Salaries: (3.5 ISP's for ELA for 135 days)	1000-1999: Certificated Personnel Salaries	LCFF - EL	28408
Students will be assessed to determine their language proficiency levels with CELDT and IPT. The data will be used to group students. Instruction will be provided in designated ELD times.	Teachers K-8, Instructional Coach, Principal, substitutes	August 2016 - June 2017	Substitutes needed for teachers to assess	1000-1999: Certificated Personnel Salaries	LCFF - EL	3000
EL students' progress will be monitored in student monitoring conference, data meetings and grade level meetings.	Teachers K-8 Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Teachers will use SIOP strategies to teach academic subjects.	Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0
The Instructional Coach will support teachers in instructing the ELD standards, implementing SIOP	Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
strategies and monitoring EL student progress.						
English 3D will be used to facilitate the acquisition of English.	Teachers K-1, Site Technology Technician	August 2016 - June 2017	District Funded	None Specified		0
Materials and supplies will be purchased to support the core instructional program for English Learners.	Principal Teachers K-8	August 2016 - June 2017	Materials and Supplies	4000-4999: Books And Supplies	LCFF - EL	3750
Teachers will implement the district-adopted ELD curriculum.	Teachers, Instructional Coach	August 2016 - June 2017	Teachers			0
Dual Language Immersion teachers will observe other teachers in other DLI programs and collaborate to improve student achievement in the DLI program.	Teachers K-8, Instructional Coach, Principal, substitutes	August 2016 - June 2017	Substitutes	1000-1999: Certificated Personnel Salaries	LCFF - EL	2000

**Strategy #2**

<b>STRATEGY:</b>
The school will ensure opportunity and equal educational access in intervention and enrichment for all EL students.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Intermediate proficiency CELDT level English Language Learners in grades 5-8 will participate in before/after school intensive tutoring.	Teachers K-8	August 2016 - June 2017	Certificated Salaries: Goal #1, Strategy #2, Action #5			
District summer school will be offered to targeted EL students for both Language Arts and Math.	Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0
Intervention Service Provider will provide necessary EL interventions for targeted services.	ISP Teachers, Instructional Coach	September 2016 - June 2017	Certificated Salaries: See Goal #1, Strategy #2, Action #1			
Intervention materials will be utilized to support EL students during ELD instruction and tutoring.	Teachers K-8	August 2016 - June 2017	Books other than textbooks	4000-4999: Books And Supplies	LCFF - EL	1000
EL students who require additional support will be identified and monitored through the MTSS process	Teachers K-8, Instructional Coach, substitutes	August 2016 - June 2017	District Funded	None Specified		0
			Substitutes	1000-1999: Certificated Personnel Salaries	LCFF - EL	2500
Instructional Assistants will provide necessary interventions in Reading and Writing for targeted services for EL students in Dual Language Immersion.	Teachers, Instructional Assistant	August 2016 - June 2017	Classified Salaries: See Goal #1, Strategy #2, Action #13			

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Students will participate in field trips and enrichment activities for English Language Development classes.	ELD elective teachers, ORC	August 2016 - June 2017	Transportation	5700-5799: Transfers Of Direct Costs	LCFF - EL	1000
			Entrance fees	5800: Professional/Con sulting Services And Operating Expenditures	LCFF - EL	1000
Implementation of Before and After School tutoring in English Language Development for targeted English Learner students.	Teachers K-8, Instructional Coach	August 2016 - June 2017	Certificated Salaries	1000-1999: Certificated Personnel Salaries	LCFF - EL	2716

**Strategy #3**

<b>STRATEGY:</b>
The school will implement a transition plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Collaboration between site Kindergarten teachers to discuss ELD and student progress.	Teachers K	May 2017-June 2017	District Funded (NfL)	None Specified		0
Parent workshop will be provided for families of incoming Kindergarten students regarding ELD.	Teachers K	August 2016	District Funded	None Specified		0



**Strategy #4**

<b>STRATEGY:</b>
The school will implement a transition plan for 6th to 7th grade transition/ 8th grade to High School Transition

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 6th graders by providing time for vertical meetings between 6th and 7th grade teachers to discuss ELD progress.	Teachers 6-8	August 2016 - June 2017	District Funded	None Specified		0
The school will provide transition presentation to 6th grade students prior to entry into Middle School.	Teachers 6-8	August 2016 - June 2017	District Funded	None Specified		0
The school will implement a transition plan for 5th and 6th graders by providing Special Education transition meetings with 6th and 7th grade teachers.	Teachers 6-8, Instructional Coach, Special Education Team	August 2016 - June 2017	District Funded	None Specified		0
6th grade teachers will articulate with 7th grade teachers regarding ELD instruction and individual student progress during regular grade level meetings.	Teachers 6-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Transition meetings will be held for Special Education Students in grade 6 who will enter Middle School.	Teachers 6-8, Instructional Coach, Special Education Team	August 2016 - June 2017	District Funded	None Specified		0
Middle School IPT assessment administered to 5th, 6th, and 7th grade students to determine ELD placement.	Teachers 6-8	August 2016 - June 2017	District Funded	None Specified		0
The school will conduct an 8th	Principal, 8th grade teachers	August 2016 - June 2017	District Funded	None Specified		0

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.						
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2017 - June 2017	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	January 2017 - June 2017	District Funded	None Specified		0

**Strategy #5**

<b>STRATEGY:</b>
The school will provide professional development to support ELD instruction.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staff will take advantage of District provided professional development as needed (ELPD, SIOP)	Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0
			Travel and Conference	5000-5999: Services And Other Operating Expenditures	LCFF - EL	3879
			Travel and Conference	5000-5999: Services And Other Operating Expenditures	LCFF - Targeted	2300
EL TOSA will provide instructional support to teachers ad grade level teams.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Staff will input all formative assessment results into OARS, evaluate and analyze results and use the information to inform instructional decisions.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Teachers will meet in grade level teams once a month (in after school grade level meetings) to analyze ELD data, monitor student progress and plan for the regular instructional program as well as interventions, with an emphasis on EL students.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
			Teacher Extra Help	1000-1999: Certificated Personnel Salaries	LCFF - EL	2500

**Strategy #6**

**STRATEGY:**  
 The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
ELAC will give input to the School Site Council on implementation of programs and necessary materials specifically for EL's.	Principal, ELAC governing board, parents	August 2016 - June 2017	District Funded	None Specified		0
Parent options meeting will be held to inform EL parents of instructional programs.	Principal, EL Services Staff, Teachers	August 2016 - June 2017	District Funded	None Specified		0
Reclassification meetings will be held with EL parents.	Principal	August 2016 - June 2017	District Funded	None Specified		0
Parent workshops will be provided regarding subjects specific to EL students.	Principal, Parents	August 2016 - June 2017	District Funded	None Specified		0
Utilize iPads to support organization, student achievement and home-school communication.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
The school will provide opportunities for EL parents to attend professional development in English Language Development to promote better parent participation in the school	Parents	September 2016 - June 2017	District Funded	5000-5999: Services And Other Operating Expenditures	LCFF - EL	1000

**Strategy #7**

<b>STRATEGY:</b>
The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing Teacher Liaison: Meets monthly with ASES Administrator and other Liaisons Meets with school staff as needed	Teacher Liaison, ASP staff, Teachers K-8	August 2016 - June 2017	ASES grant	None Specified		0
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day program and services.	ASES Administrator, Principal, Site Coordinator, Teacher Liaison	August 2016 - June 2017	ASES grant	None Specified		0

## Planned Improvements in Student Performance

### School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

#### **SUBJECT: Safety and Social Emotional**

#### **LEA GOALS:**

1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.
2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.
3. By 2005-06, all students will be taught by highly qualified teachers.
4. All students will be educated in learning environments that are safe, drug free, and conducive to learning.
5. All students will graduate from high school

#### **SCHOOL GOAL #4:**

This goal pertains to all students including the following special population groups: English Learners, Migrant Students, Special Education, SED, Foster/Homeless Students, and Hispanics.

#### A. Positive Behavior Intervention Support Plan:

- a. All students will be educated in learning environments that are safe, drug-free and conducive to learning.
- b. Use of PBIS program school wide (CHAMPS) to help reduce tardies, absences, discipline referrals, suspensions and expulsions, while increasing attendance.

#### B. Emergency Preparedness:

- a. All staff will be trained in emergency preparedness.
- b. All school site members will participate in monthly emergency safety drills.

#### **Data Used to Form this Goal:**

Office referrals  
Discipline files  
Suspension reports  
Attendance reports  
Review of School Safety Plan  
Review of OSD Crisis Intervention/Emergency Operations Plan

**Findings from the Analysis of this Data:**

Behavior Referral and Suspension data shows that overall referrals to office were reduced by 10%.  
Attendance data shows that attendance increased by 7.5%.  
Staffing changes require review of Safety Plan to ensure all staff are aware of procedures.  
Monthly safety drill debriefings provide information regarding follow up for individuals or classes.

**How the School will Evaluate the Progress of this Goal:**

MTSS  
Review and analyze behavior data from Q.  
Review and analyze attendance data from Q  
Review and analyze data from CHKS  
Student Monitoring Conferences  
Student Assemblies and Presentations  
Enrichment Field Trips  
COST meeting  
SST meetings  
PBIS plan development  
Counseling student groups targeting specific socio-emotional needs  
Staff meetings  
Meetings with ORC and School Counselor  
Safety/Disaster Committee meetings  
Review and debrief of Monthly Safety Drill Reports  
Evidence of CHAMPS language used in classrooms and student work

**Strategy #1**

<b>STRATEGY:</b>
The school's Positive Behavior Support Plan, General Safety Plan and Attendance Program will support the core curriculum.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staff will participate in CHAMPS training and implement the program for Positive Behavior Support.	All staff	August 2016 - June 2017	District Funded	None Specified		0
Outreach Specialist and Staff will collaborate to identify students with needs and provide supports to family and students who experience hardships	All staff	August 2016 - June 2017	District Funded	None Specified		0
School Counselor will work with students and families regarding behavior and social-emotional issues, individually and in small groups.	School Counselor	August 2016 - June 2017	Classified Salaries for Counselor	None Specified	District Funded	120550
Student discipline data will be monitored at intervals throughout the school year.	Principal, Teachers K-8, ORC, Counselor	August 2016 - June 2017	District Funded	None Specified		0
Staff will follow the MTSS pyramid for behavior and social-emotional issues.	All staff	August 2016 - June 2017	District Funded	None Specified		0
All staff and students will participate in monthly fire drills and bi-monthly earthquake drills.	All staff	August 2016 - June 2017	District Funded	None Specified		0
All staff and students will participate in lockdown drills at least twice a year.	All staff	August 2016 - June 2017	District Funded	None Specified		0
A schoolwide evacuation drill will be conducted annually	All staff	August 2016 - June 2017	District Funded	None Specified		0
The Safety Committee will monitor the Safety Plan and make revisions as necessary.	Teachers K-8, ORC, Principal, School Counselor	August 2016 - June 2017	District Funded	None Specified		0



Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Campus supervisors will monitor students before school, at lunch, at recess, and in the hallways and passing periods.	Classified Staff	August 2016 - June 2017	District Funded	None Specified		0
In order to support the Core Academics of students the school will hold regular social skills and discipline assemblies (2X a year)	Principal, Assistant Principals	August 2016 - June 2017	District Funded	None Specified		0
In order to support the Core Academics of students the school will implement monthly classroom visits by the principal, assistant principals, and counselor to address social skills.	Principal, Assistant Principals, Counselor, ORC	August 2016 - June 2017	District Funded	None Specified		0
In order to support the Core Academics of students the school will review and update Comprehensive School Site Plan and implement Minnesota Smoking Prevention Program in 6th grade and Project Alert in 7th grade.	Teachers 6-7	August 2016 - June 2017	District Funded	None Specified		0
In order to support the Core Academics of students the school will provide student the opportunities to increase their knowledge of the community and world around them in order to expand their interest for career and college readiness.	Teachers K-8, Principal, ORC	August 2016 - June 2017	Incentives, academic field trips	5700-5799: Transfers Of Direct Costs	LCFF - Targeted	800
Student attendance will be monitored. School will provide specific interventions and support to students and families in meetings when concerned with absences and tardies. Students will also receive incentives for good and perfect attendance by receiving awards, prizes and end	ORC	August 2016 - June 2017	Incentives, academic field trips transportation	5700-5799: Transfers Of Direct Costs	LCFF - Targeted	1000
			Incentives, academic field trips admissions	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	1000

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
of year field trip.			Incentive Materials and supplies	4000-4999: Books And Supplies	LCFF - Discretionary	2758

**Strategy #2**

<b>STRATEGY:</b>
The school will ensure opportunity and equal educational access for all students, including specific interventions and enrichments.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will provide social/emotional support for students by Ventura Co. Social Worker, and ORC.	ORC, Counselor	August 2016 - June 2017	District Funded	None Specified		0
The school will hold regular Coordinated Service Team (COST) and Student Success Team (SST) meetings for at risk students.	ORC, Counselor, Instructional Coach, Assistant Principals, Principal	August 2016 - June 2017	District Funded	None Specified		0
Students and families requiring additional assistance with behavior and family issues may be referred to Triple P Project/City Impact.	ORC, Counselor, Principal	August 2016 - June 2017	District Funded	None Specified		0

**Strategy #3**

<b>STRATEGY:</b>
The school will implement a transitional plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for students entering transitional kindergarten and/or kindergarten by providing Kindergarten Workshops, necessary support materials, and daycare to parents of incoming kindergarten students.	Teachers K Principal	August 2016 - June 2017	District Funded	None Specified		0
Kindergarteners will participate in all fire, earthquake and lockdown drills.	Teachers K	August 2016 - June 2017	District Funded	None Specified		0

**Strategy #4**

<b>STRATEGY:</b>
The school will implement a transition plan for 6th to 7th grade transition/ 8th grade to High School Transition

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 5th and 6th graders by providing vertical meetings between 6th and 7th grade teachers.	Teachers 5-8	May 2017-June 2017	District Funded	None Specified		0
The school will implement a transition plan for 5th and 6th graders by providing transition presentation to 6th grade students prior to entry into Middle School.	Teachers 5-8 Principal	May 2017-June 2017	District Funded	None Specified		0
The school will conduct an 8th grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.	Principal, 8th grade teachers	August 2016 - June 2017	District Funded	None Specified		0
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2017 - June 2017	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	January 2016 - June 2016	District Funded	None Specified		0

**Strategy #5**

**STRATEGY:**

The school will provide professional development to support the school's Positive Behavior Support Plan, General Safety Plan and Attendance Program.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
All staff will participate in CHAMPS trainings for Positive Behavior Support	All staff	August 2016 - June 2017	District Funded	None Specified		0
All staff will have the opportunity to participate in training related to positive behavior support, positive attendance and safety.	All staff	August 2016 - June 2017	Travel and conference	4000-4999: Books And Supplies	LCFF - Discretionary	2500
The school will provide professional development by continuing training playground supervisors in effective ways to support and discipline students.	All school staff	August 2016 - June 2017	District Funded	None Specified		0
All staff will participate in training for emergency disaster preparedness procedures.	All school staff	August 2016 - June 2017	District Funded	None Specified		0

**Strategy #6**

<b>STRATEGY:</b>
The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Parents will be informed of CHAMPS goals and objectives at ELAC, SSC, PTA, Coffee with the Principal meetings and special presentations.	Principal, Teachers K-8, Parents	August 2016 - June 2017	District Funded	None Specified		0
Parent workshops will be offered regarding social skills, behavior, and discipline.	Principal, Parents, ORC, Classified Personnel	August 2016 - June 2017	Classified Personnel - Babysitting - provide childcare	2000-2999: Classified Personnel Salaries	LCFF - Discretionary	500
Outreach and support will be provided for students and families who experience hardships.	Teachers ORC	August 2016 - June 2017	District Funded	None Specified		0
Counseling will be offered for students and families in need	Principal, ORC, Counselor, Parents	August 2016 - June 2017	District Funded	None Specified		0
The school will coordinate meetings and distribute information to generate parent involvement by inviting parents to awards assemblies, community service projects, field trips, etc. to increase parent involvement.	ORC Office Staff Principal Assistant Principal Counselor	August 2016 - June 2017	District Funded	None Specified		0
The School will be conducted parent workshops which focus on parenting skills lead by City Impact and supported by the Outreach Resource Consultant (ORC)	ORC, Parents	August 2016 - June 2017	District Funded	None Specified		0





**Strategy #7**

<b>STRATEGY:</b>
The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing a teacher liaison: Meets monthly with ASES Administrator and other Liaisons. Meets with school staff as needed.	Teacher Liaison, ASP staff, Teachers K-8	August 2016 - June 2017	ASES grant	None Specified		0
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day programs and services.	Principal, ASP staff, teacher Liaison	August 2016 - June 2017	ASES grant	None Specified		0

## Planned Improvements in Student Performance

### School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet academic performance index (API) and adequate yearly progress growth (AYP) targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

<b>SUBJECT: Academic Strand Focus</b>
<b>LEA GOALS:</b>
<ol style="list-style-type: none"><li>1. All students will reach high standards, at a minimum attaining proficiency or better in reading and mathematics, by 2013-14.</li><li>2. All limited-English-proficient students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.</li><li>3. By 2005-06, all students will be taught by highly qualified teachers.</li><li>4. All students will be educated in learning environments that are safe, drug free, and conducive to learning.</li><li>5. All students will graduate from high school</li></ol>
<b>SCHOOL GOAL #5:</b>
All students will engage in learning opportunities to expand their experience with literacy, communication arts, and technology.
<b>Data Used to Form this Goal:</b>
Parent Survey Data Essential Literacy Skills Benchmarks (Kindergarten and 1st grades) Interim Formative Assessments (grades K-8)

**Findings from the Analysis of this Data:**

The percentage of students attaining benchmark in Essential Literacy Skills Benchmarks at the end of the 2015-2016 school year:

English Kindergarten - 18%

Spanish Kindergarten - 25%

The percentage of students attaining proficiency on the STAR 360 in Language Arts Assessment for the end of 2015-2016 school year.

1st grade - 11%

2nd grade - 27%

3rd grade - 31%

4th grade - 37%

5th grade - 37%

6th grade - 35%

7th grade - 32%

8th grade - 20%

The percentage of students attaining proficiency on the CAASPP Assessments in Language Arts at the end of the 2015-2016 school year.

3rd grade - 16%

4th grade - 17%

5th grade - 19 %

6th grade - 19%

7th grade - 11%

8th grade - 9%

**How the School will Evaluate the Progress of this Goal:**

STAR Reading Early Literacy (K-1)

STAR Reading 360 (2-8)

Essential Skills (Kindergarten and 1st grade)

Teachers will meet in grade level meetings after assessment periods to analyze data

Interim Formative Assessments

MTSS

Progress Monitoring

CAASPP

**Strategy #1**

<b>STRATEGY:</b>
Teaching and Learning: The school will ensure implementation of the Academic Focus Strand of Literacy, Communication Arts, and Technology.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Incorporate the district created English/Language Arts units into the Academy integrated Thematic Unit with the focus on Literacy, Communication Arts, and Technology	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Reinforce the mathematical practices through Literacy, Communication Arts, and Technology projects developed and designed in grade level groups.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
Enhance English Learners' listening, speaking, reading and writing skills through project based learning experiences focused on Literacy, Communications Arts, and Technology.	Teachers K-8, Instructional Coach	August 2016 - June 2017	District Funded	None Specified		0
All Students will be given the opportunity to learn through technology apps and subscriptions enhancing reading and writing skills through learning experiences focused on Literacy, Communications Arts, and Technology.	Teachers K-8, Instructional Coach	August 2016 - June 2017	Software Applications	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Discretionary	810
			Computer supplies and software	4000-4999: Books And Supplies	LCFF - Discretionary	1033
			Software Applications	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	3508



**Strategy #2**

**STRATEGY:**

The school will ensure opportunities and educational access in Literacy, Communication Arts, and Technology for all students.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Engage all students in enrichment activities related to Literacy (i.e. assemblies, field trips, additional support staff).	Teachers K-8, Instructional Coach, ORC	August 2016 - June 2017	Admission and assemblies	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Discretionary	5275
					LCFF - Targeted	3190
					LCFF - Discretionary	2000
Engage all students in enrichment activities related to Communications Arts (i.e. assemblies, field trips, additional support staff).	Teachers K-8, Instructional Coach, ORC	August 2016 - June 2017	Enrichment and assemblies	4000-4999: Books And Supplies	Title I	1466
Engage all students in enrichment activities related to Technology to support English Language Development (i.e. assemblies, field trips, additional support staff).	Teachers K-8, Instructional Coach, ORC, Site Technology Technician	August 2016 - June 2017	Materials and Supplies	4000-4999: Books And Supplies	LCFF - EL	2735
Acquire necessary materials to support the Academic Strand Focus.	Principal	August 2016 - June 2017	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Targeted	2000
Provide opportunities outside the regular school day to support the Academic Strand Focus.	Principal	August 2016 - June 2017	Materials and Supplies	4000-4999: Books And Supplies	LCFF - Discretionary	2000
Students will participate in performing art appreciation classes and enrichment activities centered on Communication Arts.	Teachers 3-5, Music Teacher	August 2016 - June 2017	Certificated Salaries	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Discretionary	5500

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Students will participate in music appreciation classes and enrichment activities centered on Communication Arts.	Teachers K-5, Music Teacher	August 2016 - June 2017	Certificated Salaries	5800: Professional/Consulting Services And Operating Expenditures	LCFF - Targeted	2000
Students will participate in performing art appreciation classes and enrichment activities centered on the Arts.	Teachers	August 2016 - June 2017	Field Trip entrance fee	5800: Professional/Consulting Services And Operating Expenditures	Discretionary	1000
			transportation	5700-5799: Transfers Of Direct Costs	Discretionary	300

**Strategy #3**

<b>STRATEGY:</b>
The school will implement a transition plan for students entering kindergarten.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Parent workshop will be provided for families of in-coming kindergarten students.	Principal, Kindergarten teachers, Instructional Coach	May 2017-June 2017	Materials and Supplies: See Goal #1, Strategy #3, Action #2			



**Strategy #4**

<b>STRATEGY:</b>
The school will implement a transition plan for 6th to 7th grade transition and 8th grade to High School Transition.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will implement a transition plan for 6th graders by providing time for vertical meetings between 6th and 7th grade teachers.	Teachers 6-8	May 2017 - June 2017	District Funded	None Specified		0
The school will implement a transition plan for 6th graders by providing a transition presentation to 6th grade students prior to entry into Middle School grades.	Teachers 6-8	May 2017 - June 2017	District Funded	None Specified		0
The school will conduct an 8th grade parent meeting workshop regarding Transition to High School, which will include A-G requirements, High School Exit Exam, etc.	Principal, 8th grade teachers	August 2016 - June 2017	District Funded	None Specified		0
Pacifica High School Counselors will meet with all 8th grade students to determine High School placement.	High School Counselor, School Site Counselor, Principal, Teachers 8th grade	January 2017 - June 2017	District Funded	None Specified		0
8th grade students will shadow High School students at Pacifica High School on a walking field trip.	High School Counselors, Principal	January 2017 - June 2017	District Funded	None Specified		0

**Strategy #5**

**STRATEGY:**

The school will provide professional development to support the full implementation of the State approved language arts curriculum and support the Common Core State Standards for language arts.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide professional development opportunities for staff related to Site Academic Strand Focus (conferences, workshops) such as CUE	Teachers K-8, Instructional Coach	August 2016 - June 2017	Travel and Conference	5000-5999: Services And Other Operating Expenditures	LCFF - Targeted	5750
Staff will engage in grade level planning to create additional integrated units or enhance existing district created units.	Teachers K-8, Instructional Coach	August 2016 - June 2017	Substitute teachers needed for teachers to collaborate	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	2000
The Instructional Coach will support staff in creating, enhancing and implementing the integrated units for Academic Strand Focus.	Teachers K-8, Instructional Coach	August 2016 - June 2017	Substitutes needed for teachers to collaborate	1000-1999: Certificated Personnel Salaries	LCFF - Targeted	1000

**Strategy #6**

<b>STRATEGY:</b>
The school will coordinate meetings and distribute information to generate parent involvement.

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Notify parents of upcoming events through school marquee, ConnectEd calls, and updated school website with information for parents.	Principal, Parents	August 2016 - June 2017	District Funded	None Specified		0
Parent workshops which focus on Literacy, Communication Arts and Technology will be supported by the Outreach Resource Consultant (ORC)	ORC, Principal, Assistant Principal, Classified Personnel, Teachers K-8	August 2016 - June 2017	Classified Personnel - Babysitting - provide childcare	2000-2999: Classified Personnel Salaries	LCFF - Targeted	500
Parent school events and unit presentation which focus on Literacy, Communication Arts and Technology will be provided to assist parents in supporting their children at home, ensuring childcare.	Teachers K-8	August 2016 - June 2017	District Funded Materials and Supplies	None Specified 4000-4999: Books And Supplies	LCFF - Discretionary	0 1190
Utilize agendas and iPads to support organization, student achievement and home-school communication.	Teachers K-8	August 2016 - June 2017	District Funded	None Specified		0

**Strategy #7**

<b>STRATEGY:</b>
The school will support the district implementation of the ASES grant. (After School Education and Safety)

Action/Date	Person(s) Responsible	Task/Date	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
The school will support the district implementation of the ASES grant by providing a teacher liaison: Meets monthly with ASES Administrator and other Liaisons. Meets with school staff as needed.	Teacher Liaison, ASP staff, Teachers K-8	August 2016 - June 2017	ASES grant	None Specified		0
ASES Administrator meets monthly with site Principal, Site Coordinator and Teacher Liaison to evaluate program and work on correlating the after school program to the regular school day programs and services.	Principal, ASP staff, Teacher Liaison	August 2016 - June 2017	ASES grant	None Specified		0

**Centralized Services for Planned Improvements in Student Performance**

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in this section must be aligned with the Consolidated Application.

**SUBJECT: Centralized Services for Planned Improvements in Student Performance**

**SCHOOL GOAL #1:**

**Goal #1: Language Arts**

- A. Kindergarten: All students will exit kindergarten at benchmark on First Sound Fluency, Letter Naming Fluency, Phoneme Segmentation, and Nonsense Word Fluency.
  - B. 1st Grade: All students will exit 1st grade at benchmark on Nonsense Word Fluency and Oral Reading Fluency.
  - C. 2nd – 6th Grades: 80 % of students and the significant sub-groups in 2nd-6th Grade will score “proficient” or “advanced” on the Smarter Balanced Assessments.
- This goal pertains to all students including the following subgroups: English Learners, Migrant Students, Special Education, SED, and Hispanic.

**Goal#2: Mathematics**

- A. Kindergarten: All students will count, recognize, represent, name, and order a number of objects (up to 30); Use concrete objects to determine the answers to addition and subtraction problems (for two numbers that are each less than 10).
  - B. 1st Grade: All students will count, read, and write whole numbers to 100; Count and group objects in ones and tens; Know the addition facts (sums to 20) and the corresponding subtraction facts and commit them to memory.
  - C. 2nd – 6th Grades: 89.5%of students and the significant sub-groups in 2nd-6th Grade will score “proficient” or “advanced” on the 2011 STAR in Math.
  - D. The percent of students scoring below proficiency on the previous year’s CST will reduce by 10%, as these students will move towards Proficient or Advanced.
- This goal pertains to all students including the following subgroups: English Learners, Migrant Students, Special Education, SED, and Hispanics.

**Goal #3: English Learners:**

- A. AMAO #1: 57.5% of all English Learners will advance one level on the CELDT
- B. AMAO #2:
  - 1. 21.4% of students who have been here less than 5 years will attain an Early Advanced or Advanced level on the CELDT
  - 2. 47% of students who have been here more than 5 years will attain an Early Advanced or Advanced level on the CELDT
- C. AMAO #3:
  - 1. 89.2% of EL students and the significant sub-groups in 2nd-6th Grade will score “proficient” or “advanced” on the 2011 STAR in Math.
  - 2. 89.5% of EL students and the significant sub-groups in 2nd-6th Grade will score “proficient” or “advanced” on the 2011 STAR in Language Arts.

**Goal #4: Safety:**

- A. Positive Behavior Plan:
    - a. Students will attend school every day on time for 170 out of 175 days by the end of 2013.
    - b. Student number of suspensions will be reduced by 25% from 49 suspensions in 2011-2012.
  - B. Emergency Preparedness:
    - a. All staff will be trained in emergency preparedness.
- This goal pertains to all students including the following subgroups: English Learners, Migrant Students, Special Education, SED, and Hispanics.

Actions to be Taken to Reach This Goal	Timeline	Proposed Expenditure(s)			
		Description	Type	Funding Source	Amount
Site Instructional Coach (TOSA)	August 2016 - June 2017	Coach	1000-1999: Certificated Personnel Salaries	Title I	30840
		Coach	1000-1999: Certificated Personnel Salaries	Economic Impact Aid	71960
Library Technician	August 2016 - June 2017	Library	2000-2999: Classified Personnel Salaries	Title I	13304
		Library	2000-2999: Classified Personnel Salaries	Economic Impact Aid	13304
Computer Lab Tech	August 2016 - June 2017	Site Lab Tech	2000-2999: Classified Personnel Salaries	Title I	15036
		Site Lab Tech	2000-2999: Classified Personnel Salaries	Economic Impact Aid	15036
		Site Lab Tech	2000-2999: Classified Personnel Salaries	General Fund	18043
Outreach Consultant	August 2016 - June 2017	Outreach	2000-2999: Classified Personnel Salaries	General Fund	19476
Maintenance Agreement for Copy Machine(s)	August 2016 - June 2017	Maintenance Agreement	5000-5999: Services And Other Operating Expenditures	General Fund	12930
Maintenance Agreement for Successmaker	August 2016 - June 2017	Maintenance Agreement	5000-5999: Services And Other Operating Expenditures	General Fund	2810
Maintenance Agreement for Waterford	August 2016 - June 2017				
Professional Development for L.A.	August 2016 - June 2017				
Professional Development for ELD	August 2016 - June 2017	Professional Development	5000-5999: Services And Other Operating Expenditures	Economic Impact Aid	33765
Migrant Education	August 2016 - June 2017				

## Summary of Expenditures in this Plan

### Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
None Specified		0.00
1000-1999: Certificated Personnel Salaries	ASES	3,600.00
1000-1999: Certificated Personnel Salaries	Discretionary	2,000.00
2000-2999: Classified Personnel Salaries	Discretionary	309.00
5000-5999: Services And Other Operating	Discretionary	3,000.00
5700-5799: Transfers Of Direct Costs	Discretionary	300.00
5800: Professional/Consulting Services And	Discretionary	1,000.00
1000-1999: Certificated Personnel Salaries	District Funded	123,686.00
None Specified	District Funded	278,899.00
	LCFF - Discretionary	2,000.00
2000-2999: Classified Personnel Salaries	LCFF - Discretionary	1,000.00
4000-4999: Books And Supplies	LCFF - Discretionary	10,481.00
5000-5999: Services And Other Operating	LCFF - Discretionary	700.00
5700-5799: Transfers Of Direct Costs	LCFF - Discretionary	1,354.00
5800: Professional/Consulting Services And	LCFF - Discretionary	11,585.00
1000-1999: Certificated Personnel Salaries	LCFF - EL	41,124.00
2000-2999: Classified Personnel Salaries	LCFF - EL	19,925.00
4000-4999: Books And Supplies	LCFF - EL	7,485.00
5000-5999: Services And Other Operating	LCFF - EL	4,879.00
5700-5799: Transfers Of Direct Costs	LCFF - EL	1,000.00
5800: Professional/Consulting Services And	LCFF - EL	1,000.00
	LCFF - Targeted	3,190.00
1000-1999: Certificated Personnel Salaries	LCFF - Targeted	16,000.00
2000-2999: Classified Personnel Salaries	LCFF - Targeted	4,400.00
4000-4999: Books And Supplies	LCFF - Targeted	4,600.00
5000-5999: Services And Other Operating	LCFF - Targeted	13,050.00
5700-5799: Transfers Of Direct Costs	LCFF - Targeted	5,100.00
5800: Professional/Consulting Services And	LCFF - Targeted	16,940.00
	Title I	5,000.00
1000-1999: Certificated Personnel Salaries	Title I	60,810.00
2000-2999: Classified Personnel Salaries	Title I	19,452.00
4000-4999: Books And Supplies	Title I	2,466.00
5000-5999: Services And Other Operating	Title I	1,500.00
1000-1999: Certificated Personnel Salaries	Title III	11,733.00
2000-2999: Classified Personnel Salaries	Title III	23,345.00



## Summary of Expenditures in this Plan

### Total Expenditures by Funding Source

<b>Funding Source</b>	<b>Total Expenditures</b>
ASES	3,600.00
Discretionary	6,609.00
District Funded	402,585.00
LCFF - Discretionary	27,120.00
LCFF - EL	75,413.00
LCFF - Targeted	63,280.00
Title I	89,228.00
Title III	35,078.00

## Annual Evaluation

Pursuant to California *Education Code* Section 64001(g), the School Site Council (SSC) must evaluate at least annually the effectiveness of planned activities. In the cycle of continuous improvement of student performance, evaluation of the results of goals will provide data to inform and guide subsequent plans.

Annual evaluation by the SSC and local educational agency (LEA) is a critical part of the continuous cycle of improvement for a school. Furthermore, it is an integral component of the Compensatory Education (CE) Federal Program Monitoring (FPM) review process for Single Plan for Student Achievements (SPSAs). During an FPM review, the SSC and LEA must be able to provide evidence of the evaluation process to determine if the needs of students are being met by the strategies described in the SPSA.

The SPSA annual evaluation may be a summary description of the school's progress toward implementation of the strategies and actions in the SPSA. The report may also include a data analysis of the school's progress towards its student achievement goals based on local, state, or national assessment data.

During the evaluation process, it is important for the SSC and LEA to exercise caution about jumping to conclusions about the effectiveness or non-effectiveness of specific activities and programs without examining the underlying causes. The SSC and LEA should consider all relevant factors when evaluating the plan, such as the degree of implementation, student enrollment changes, and health and safety issues.

### Questions for SPSA Annual Evaluation

#### Plan Priorities

Identify the top priorities of the most recent board approved SPSA. (No more than 2–3.)

Full implementation of the Response to Intervention (RTI) model, including the use of ISP teachers for interventions

Provide full time Outreach Specialist (ORC)

Provide support for English Learners.

Identify the major expenditures supporting these priorities.

LCFF

Title I

Title III

#### Plan Implementation

Identify strategies in the most recent board approved SPSA that were fully implemented as described in the plan.

Grade level collaboration meetings and teaming

Full Implementation of Common Core Units

Full implementation of reading program and UA time

Monitor implementation of adopted materials

Provide release time for teachers to work on cultural diversity, CCSS, PBS, peer observation, data analysis and Technology exploration and implementation.

Provide ISP teachers to work with small groups

Provide academic agendas and student data portfolios

Provide after school program, including tutoring

Provide extended day kindergarten classes

PD in DLI, data analysis and technology

Identify strategies in the most recent board approved SPSA that were not fully implemented as described in the plan or were not implemented within the specified timelines.

Fieldtrip in recognition of student growth on CAASPP

Vertical meetings with 6th and 7th grade teachers

Vertical meetings with 7th and 8th grade teachers

RTI training through the Orange County Office of Education

PD in CHAMPS - developing professional communities

Recognize student growth on IPT and CELDT

What specific actions related to those strategies were eliminated or modified during the year?

PD was modified to address the shift to Common Core curriculum, training provided by VCOE

Identify barriers to full or timely implementation of the strategies identified above.

The shift to Common Core and lack of funds and/or time were the main barriers to the implementation of the strategies identified above. The addition of Middle school and Dual Immersion programs to Chavez School have created a need for a shift in focus, implementation, funds and professional development.

What actions were undertaken to mitigate those barriers or adjust the plan to overcome them?

The professional development focus changed to reflect the move to Common Core Standards

What impact did the lack of full or timely implementation of these strategies have on student outcomes? What data did you use to come to this conclusion?

The student performance data shows that English Learners continue to be the group with the least growth as measured by CELDT.

### **Strategies and Activities**

Identify those strategies or activities that were particularly effective in improving student achievement. What evidence do you have of the direct or indirect impact of the strategies or activities on student achievement?

Monitoring of student progress and implementation of adopted materials by the principal, coach and support staff has been critical in improving student achievement. The use of ISP teachers for interventions and consistency in the use of intervention materials, such as ZPD on Renaissance Learning Program have also contributed to student improvement as measured by the STAR 360 assessments.

Identify those strategies or activities that were ineffective or minimally effective in improving student achievement.

Due to the large number of students per classroom and lack personnel to hire for extra support staff, the intervention and UA groups are larger than recommended.

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 1/18/17**

- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Chavez Single Plan for Student Achievement (Freeman/Perez)**

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The Chavez School SPSA has been revised to include the signature of the site's ELAC president to indicate that input from ELAC was considered in developing the SPSA. The previously approved SPSA did not contain the ELAC president's signature. No other changes were made to the SPSA.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** It is recommended of the Assistant Superintendent, Educational Services that the Board approves the Chavez SPSA with the inclusion of the ELAC president's signature.

**ADDITIONAL MATERIAL:** Chavez Single Plan for Student Achievement

Based on an analysis of the impact of the strategies/activities, what appears to be the reason they were ineffective in improving student achievement?

- X Lack of timely implementation
- Limited or ineffective professional development to support implementation
- Lack of effective follow-up or coaching to support implementation
- Not implemented with fidelity
- Not appropriately matched to student needs/student population
- X Other: No professional personnel pool to hire for extra support.

Based on the analysis of this practice, would you recommend:

- Eliminating it from next year's plan
- X Continuing it with the following modifications:  
Strategic teaming and grouping to address group size. Strategic hiring of staff in the summer months ahead of school year beginning.

### **Involvement/Governance**

How was the SSC involved in development of the plan?

The SSC participated in discussions during SSC meetings and teacher training meetings.

How were advisory committees involved in providing advice to the SSC?

Representatives from ELAC and PTA participated in the SSC meetings. Reports were also given to these groups at their respective meetings.

How was the plan monitored during the school year?

The SSC received updated reports throughout the year.

What changes are needed to ensure involvement of all stakeholders and adequate monitoring of planned activities and outcomes?

The SPSA plan needs to be presented in a summary form to all stakeholders, whenever changes are made and when data is collected and analyzed from planned activities to monitor outcomes.

### **Outcomes**

Identify any goals in the most recent board approved SPSA that were met.

School Goal #4 Student attendance and emergency preparedness.

Identify any goals in the most recent board approved SPSA that were not met, or were only partially met.

Goals #1, 2, and 3.

List any strategies related to this goal that were identified above as "not fully implemented" or "ineffective" or "minimally" effective.

Fieldtrip in recognition of student growth on CST

Vertical meetings with 6th and 7th grade teachers

RTI training through the Orange County Office of Education

PD in Habits of Mind - developing professional communities

PD in cultural awareness

Recognize student growth on CELDT

Based on this information, what might be some recommendations for future steps to meet this goal?

Continue to revise and improve the RTI model; shift professional development to address the Common Core; shift focus and classroom strategies to prioritize ELD and Access to the Core for English Learners.

## School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Ines Gonzalez				X	
Flor Villa				X	
Maria Rivera				X	
Sandra Hammond		X			
Alejo Perez		X			
Yulianna Robles			X		
German Figueroa		X			
Camila Gomez				X	
Maria Guadalupe Ramirez				X	
Brasilia Perez	X				
<b>Numbers of members of each category:</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>5</b>	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.



**Parent Involvement Policy**



**Recommendations and Assurances**

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

	State Compensatory Education Advisory Committee	_____ Signature
X	English Learner Advisory Committee	 _____ Signature
X	Special Education Advisory Committee	 _____ Signature
	Gifted and Talented Education Program Advisory Committee	_____ Signature
X	District/School Liaison Team for schools in Program Improvement	_____ Signature
	Compensatory Education Advisory Committee	_____ Signature
	Departmental Advisory Committee (secondary)	_____ Signature
X	Other committees established by the school or district (list): PTA	_____ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on **10/19/2016**.

Attested:

Mrs. Brasilia Perez \_\_\_\_\_  12-1-16  
 Typed Name of School Principal Signature of School Principal Date

Mrs. CAMILA GOMEZ \_\_\_\_\_  12/02/2016.  
 Typed Name of SSC Chairperson Signature of SSC Chairperson Date

## **School Parental Involvement Policy** **Chavez K-8 School**

\* \* \* \* \*

### **STATEMENT OF PURPOSE:**

The involvement of parents and community members is an essential component of nurturing students. Every effort to invite and consider parent and community input was made to ensure the success of our students. A team of parents, teachers and administrators developed the following school/parent/community involvement policy.

Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—

- ✓ that parents play an integral role in assisting their child's learning;
- ✓ that parents are encouraged to be actively involved in their child's education at school;
- ✓ that parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child;

Information about school policies and involvement opportunities are communicated through direct parent contact in the following manner:

- ✓ The School Parent/Community Involvement Policy and School-Parent Compact is distributed to parents and students in the First Day Packet, which is distributed annually at the beginning of the school year. Teachers review the School-Parent Compact and policies with the students at the beginning of the year. Parents are asked to read and discuss the School-Parent Compact with their students and sign and return an acknowledgment form.
- ✓ Chavez School notifies parents about the School Parental Involvement Policy in an understandable and uniform format and, to the extent practicable, distributes this policy to parents in a language the parents can understand.
- ✓ Chavez School will make the School Parental Involvement Policy available to the local community by posting on webpage and office bulletin board.
- ✓ Chavez School periodically updates the School Parental Involvement Policy to meet the changing needs of parents and the school.
- ✓ Chavez School has adopted the school's school-parent compact as a component of its School Parental Involvement Policy.

### **SCHOOL POLICIES, INVOLVEMENT OPPORTUNITIES, AND MEETINGS**

Chavez School convenes an annual and regular meeting to inform parents of the following (transportation, babysitting, flexible meeting names will be addressed):

- ✓ That their child's school participates in Title I,
- ✓ About the requirements of Title I,

## Normas de Política Acerca de la Participación de los Padres en la Escuela Escuela Chávez K-8

\* \* \* \* \*

### PROPÓSITO DE LA DECLARACIÓN:

La participación de los padres de familia y los miembros de la comunidad es un componente esencial en el desarrollo del alumnado. Se realizó todo esfuerzo por invitar y considerar las sugerencias de los padres de familia y de la comunidad con la finalidad de cerciorarnos del éxito de nuestros alumnos. Un equipo de padres de familia, maestros y administradores desarrolló el siguiente criterio de participación entre la escuela, los padres y la comunidad.

La participación de los padres de familia significa que los padres conllevan una comunicación regular, recíproca y significativa que implica temas del aprendizaje académico del alumno y otras actividades escolares, incluyéndose la certeza de –

- ✓ Que los padres desempeñen un papel importante en la asistencia del aprendizaje de sus hijos;
- ✓ Que se incite a los padres para que participen activamente en la educación formal de sus hijos;
- ✓ Que los padres sean participantes íntegros en la educación de sus hijos y que sean incluidos, según sea apropiado, en la toma de decisiones y en los comités asesores con el fin de apoyar la educación de sus hijos;

La información sobre las normas de política y las oportunidades acerca de la participación serán comunicadas mediante el contacto directo de los padres de la siguiente manera:

- ✓ Las normas de política acerca de la participación de los padres en la escuela, la participación de la comunidad y el convenio entre la escuela y los padres de familia se distribuye a éstos y a los estudiantes en el **paquete del primer día de clases**, el cual se distribuye anualmente al inicio del año escolar. Los maestros revisan el **Convenio Escolar** y las normas de política con los estudiantes al inicio del año escolar. A los padres se les solicita leer y analizar el **Convenio Escolar** con sus estudiantes, firmar y devolver el acuse de recibo. (Se anexa un ejemplo en el folleto.)
- ✓ La escuela **Chávez** notifica a los padres sobre las normas de política acerca de la participación de los padres en la escuela de manera comprensible y en un formato único y, hasta cierto punto factible, se distribuyen las normas a los padres de familia en un lenguaje fácil de entender.
- ✓ La escuela **Chávez** verificará que las normas de política acerca de la participación de los padres de familia en la escuela estén disponibles para la comunidad local (Explique cómo).
- ✓ La escuela **Chávez** periódicamente actualizará las normas de política acerca de la participación de los padres de familia en la escuela a fin de que cumplan con las necesidades educativas cambiantes de los padres y de la escuela.
- ✓ La escuela **Chávez** ha adoptado el convenio entre la administración escolar y los padres de familia como un componente de la norma de política acerca de la participación de los padres en la educación formal de sus hijos.

- ✓ Of their rights to be involved, (a copy of the district's district-wide parental involvement policy)
- ✓ About the school's participation in Title I (status of targeted assistance program)

Additionally, Chavez School conducts an open forum for parents and community members to further involve parents in the joint development and joint agreement of its School Parental Involvement Policy.

Parents are provided with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet will be provided.

- ✓ **Parent and Community Resource Binder will include:**
  - School Parent Involvement Policy
  - School/Meeting Calendar
  - Parent/Student Handbook
  - Volunteer Applications/Information
  - Assessment Information
  - Curriculum Descriptions for English Language Arts and Math and other content areas.
- ✓ The School's Web Site provides information about the staff, classroom activities, bell schedule, and parent resources.
- ✓ A brochure is distributed for each grade level describing which standards will be taught for the year.
- ✓ Monthly Principal Newsletters and calendars provide information and parent feedback.

If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible will be discussed. Parents/community members will be given timely responses to any concerns and suggestions.

Parent communications via webpage, Twitter, Facebook, Connect Ed phone notification calls, parent surveys, Principal newsletters, emails, Principal's office mailbox and parent information flyers.

**The School/Parent/Student Compact** is a part of the School Parent Involvement Policy. Teachers, parents and administrators developed the compact. It describes the responsibilities of the school and parents to improve student performance and the means in which to do so.

**Building capacity** for parent/community involvement is listed in the District Parent Involvement Policy. Specific activities include:

Parent Projects

Parent Workshops

Parent Trainings

## NORMAS DE POLÍTICA ACERCA DE LA ESCUELA, LAS OPORTUNIDADES DE PARTICIPACION POR PARTE DE LOS PADRES Y LAS REUNIONES

La escuela **Chávez** convoca reuniones anuales y ordinarias con el fin de informarles a los padres de familia lo siguiente (Acercas del transporte escolar, cuidado de niños, flexibilidad para atender diferentes temas en las reuniones):

- ✓ Explicarles a los padres de familia que la escuela de sus hijos participa en el programa Título I,
- ✓ Explicarles a los padres de familia los requisitos del programa Título I,
- ✓ Informarles a los padres de familia los derechos que éstos tienen para participar en la educación formal de sus hijos (se proporciona copia de las normas acerca de la participación general de los padres de familia en el distrito),
- ✓ Informales a los padres de familia que la escuela participa en el programa Título I (condición de los programas principales que reciben asistencia).

Adicionalmente, la escuela **Chávez** debe conducir un foro para los padres y los miembros de la comunidad con el fin de que se desarrolle aún más la colaboración de los padres de familia y concuerden colectivamente con las normas de política acerca de la participación de los padres en la escuela.

A los padres se les proporciona una descripción y una explicación sobre el plan de estudios que se imparte en la escuela, las evaluaciones académicas que se utilizan para medir el progreso del alumnado y los niveles de dominio que se anticipa cumplan los estudiantes.

**La carpeta de recursos para los padres de familia y la comunidad debe incluir:**

- **Normas de política acerca de la participación escolar,**
- **Calendario escolar y calendario de reuniones,**
- **Manual para padres de familia y alumnos,**
- **Solicitud para registrarse como voluntario e información,**
- **Información sobre las evaluaciones académicas,**
- **Descripciones del currículo para artes del idioma y matemáticas y otras áreas del contenido.**
- ✓ **El sitio de Internet de la escuela provee información sobre el personal docente, las actividades del aula, las horas de entrada y salida, y los recursos para padres.**
- ✓ **Se distribuye un folleto para cada nivel de grado escolar que detalla los estándares que se impartirán cada año.**
- ✓ **Los boletines mensuales del director y el calendario proveerán información y las sugerencias presentadas por parte de los padres.**

Comunicaciones con los padres se hacen con la página web de Chávez, Twitter, Facebook, llamadas de Connect Ed, carta de noticias de la directora, folletos de mensajes, caja de mensajes de la directora en la oficina.

Parent meetings with specific parent interest topics

Parent meetings with specific student learning centered topics

iPad parent night

Movie family night

Eat Lunch with your Child day

Reading events

Family gathering nights

Holiday Celebration Days

Community Celebrations

Grade Level Academic Strand Focus Parent Days of Presentations/Projects

A petición de los padres de familia, se definirán las oportunidades para realizar reuniones ordinarias con la finalidad de que éstos presenten sus sugerencias y pueden participar, según sea apropiado, en la toma de decisiones relacionadas con la educación de sus hijos y se analiza el procedimiento a cualquiera de sus sugerencias presentadas a la mayor brevedad.

A los padres de familia y a los miembros de la comunidad se les facilitarán respuestas a cualquiera de sus inquietudes y sugerencias a la brevedad posible.

**El convenio entre la escuela, los padres y el estudiante** forma parte de las normas de política acerca de la participación de los padres en la escuela. El convenio fue desarrollado por los maestros, los padres y los administradores. Describe las responsabilidades de la escuela y los padres con la finalidad de mejorar el rendimiento del alumnado y los medios por el cual deben ejercerse.

La **cimentación de la capacidad** de los padres de familia y la participación de la comunidad se enumera en las normas de política del distrito acerca de la participación de los padres de familia en la escuela. Las actividades específicas incluyen:

**Proyectos de Padres**

**Presentación de Padres**

**Entrenamientos de Padres**

**Presentaciones con temas sugeridas por los padres**

**Presentaciones concentradas en aprendizaje de los estudiantes**

**Noches de Padres para iPads**

**Noches de Familia de películas**

**Comer con su Hijo/a**

**Eventos de Leer**

**Noches para reunir a las familias**

**Días de Celebraciones Festivas**

**Celebraciones de la Comunidad**

**Presentaciones/Proyectos para Padres del Nivel de Grado del Enfoque Académico**

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 01/18/17

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 \_\_\_\_\_ X

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

### **OXNARD SCHOOL DISTRICT AUDIT REPORT, JUNE 30, 2016** **(Cline/Penanhoat)**

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The Oxnard School District Audit Report for Fiscal Year 2015-16, prepared by the firm of Nigro & Nigro, PC is presented to the Board.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services and the Director of Finance that the Board accept the Oxnard School District Audit Report, June 30, 2016.

#### **ADDITIONAL MATERIAL**

Attached: Oxnard School District Audit Report June 30, 2016 (86 pages)



**OXNARD SCHOOL DISTRICT  
AUDIT REPORT  
For the Fiscal Year Ended  
June 30, 2016**



**OXNARD SCHOOL DISTRICT**  
*For the Fiscal Year Ended June 30, 2016*  
*Table of Contents*

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**FINANCIAL SECTION**

	<u>Page</u>
Independent Auditors' Report.....	1
Management's Discussion and Analysis.....	3
Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Position.....	11
Statement of Activities.....	12
Governmental Funds Financial Statements:	
Balance Sheet.....	13
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position.....	14
Statement of Revenues, Expenditures, and Changes in Fund Balances.....	15
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities.....	16
Fiduciary Funds Financial Statements:	
Statement of Fiduciary Net Position.....	17
Statement of Changes in Fiduciary Net Position.....	18
Notes to Financial Statements.....	19

**REQUIRED SUPPLEMENTARY INFORMATION**

Budgetary Comparison Schedule – General Fund.....	44
Budgetary Comparison Schedule – Cafeteria Fund.....	45
Schedule of Funding Progress.....	46
Schedule of Proportionate Share of the Net Pension Liability.....	47
Schedule of Contributions.....	48
Notes to the Required Supplementary Information.....	49

**SUPPLEMENTARY INFORMATION**

Local Educational Agency Organization Structure.....	51
Schedule of Average Daily Attendance.....	52
Schedule of Instructional Time.....	53
Schedule of Financial Trends and Analysis.....	54
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements.....	55
Schedule of Expenditures of Federal Awards.....	56
Note to Supplementary Information.....	57

**OXNARD SCHOOL DISTRICT**  
*For the Fiscal Year Ended June 30, 2016*  
*Table of Contents*

---

**OTHER INDEPENDENT AUDITORS' REPORTS**

	<u>Page</u>
Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i> .....	58
Independent Auditors' Report on State Compliance .....	60
Independent Auditors' Report on Compliance For Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance .....	62

**FINDINGS AND QUESTIONED COSTS**

Schedule of Audit Findings and Questioned Costs:	
Summary of Auditors' Results .....	64
Current Year Audit Findings and Questioned Costs .....	65
Summary Schedule of Prior Audit Findings .....	68
Management Letter .....	69

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***Financial Section***

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## INDEPENDENT AUDITORS' REPORT

Board of Trustees  
Oxnard School District  
Oxnard, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of and for the fiscal year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2015-16 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District, as of June 30, 2016, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters***Required Supplementary Information*

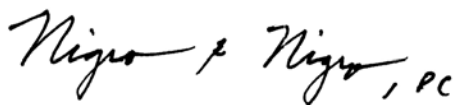
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 10, budgetary comparison information on pages 44 and 45, schedule of funding progress on page 46, schedule of proportionate share of the net pension liability on page 47, and schedule of contributions on page 48 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements. The supplementary information on pages 52 to 55 and the schedule of expenditures of federal awards on page 56 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole. The information on page 51 has not been subjected to the auditing procedures applied in the audit of the basic financial statements and accordingly, we do not express an opinion or provide any assurance on it.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated November 3, 2016, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Murrieta, California  
November 3, 2016

# OXNARD SCHOOL DISTRICT

## Management's Discussion and Analysis (Unaudited) For the Fiscal Year Ended June 30, 2016

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This discussion and analysis of Oxnard School District's financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2016. Please read it in conjunction with the District's financial statements, which immediately follow this section.

### FINANCIAL HIGHLIGHTS

- The District's overall financial status increased from last year as the net position increased by 81.7% to \$25.8 million.
- Total governmental revenues were \$218.0 million, \$11.6 million more than expenses.
- The total cost of basic programs was \$206.4 million. Because a portion of these costs was paid for with charges, fees, and intergovernmental aid, the net cost that required taxpayer funding was \$164.0 million.
- Average daily attendance (ADA) in grades K-8 decreased by 41, or 0.2%.

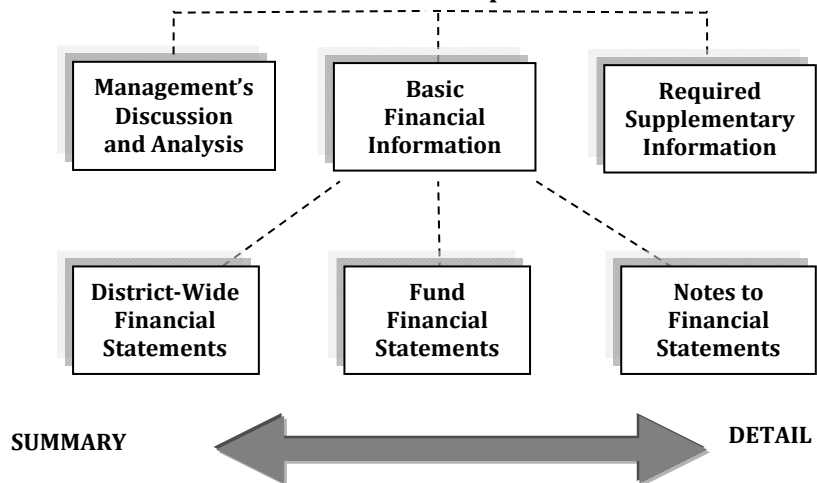
### OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts – management discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *district-wide financial statements* that provide both short-term and long-term information about the District's overall financial status.
- The remaining statements are *fund financial statements* that focus on individual parts of the District, reporting the District's operations in more detail than the district-wide statements.
  - The *governmental funds* statements tell how basic services like regular and special education were financed in the short term as well as what remains for future spending.
  - The *fiduciary funds* statement provides information about the financial relationships in which the District acts solely as a trustee or agent for the benefit of others to whom the resources belong.

The financial statements also include *notes* that explain some of the information in the statements and provide more detailed data. Figure A-1 shows how the various parts of this annual report are arranged and related to one another.

**Figure A-1. Organization of Oxnard School District's Annual Financial Report**





**OXNARD SCHOOL DISTRICT**

*Management’s Discussion and Analysis (Unaudited)  
For the Fiscal Year Ended June 30, 2016*

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**OVERVIEW OF THE FINANCIAL STATEMENTS (continued)**

Figure A-2 summarizes the major features of the District’s financial statements, including the portion of the District’s activities they cover and the types of information they contain.

**Figure A-2. Major Features of the District-Wide and Fund Financial Statements**

<b>Type of Statements</b>	<b>District-Wide</b>	<b>Governmental Funds</b>	<b>Fiduciary Funds</b>
<i>Scope</i>	Entire District, except fiduciary activities	The activities of the District that are not proprietary or fiduciary, such as special education and building maintenance	Instances in which the District administers resources on behalf of someone else, such as scholarship programs and student activities monies
<i>Required financial statements</i>	<ul style="list-style-type: none"> <li>• Statement of Net Position</li> <li>• Statement of Activities</li> </ul>	<ul style="list-style-type: none"> <li>• Balance Sheet</li> <li>• Statement of Revenues, Expenditures &amp; Changes in Fund Balances</li> </ul>	<ul style="list-style-type: none"> <li>• Statement of Fiduciary Net Position</li> <li>• Statement of Changes in Fiduciary Net Position</li> </ul>
<i>Accounting basis and measurement focus</i>	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus
<i>Type of asset/liability information</i>	All assets and liabilities, both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included	All assets and liabilities, both short-term and long-term; The District’s funds do not currently contain non-financial assets, though they can
<i>Type of inflow/outflow information</i>	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter	All revenues and expenses during the year, regardless of when cash is received or paid

The remainder of this overview section of management’s discussion and analysis highlights the structure and contents of each of the statements.

## OXNARD SCHOOL DISTRICT

### *Management's Discussion and Analysis (Unaudited) For the Fiscal Year Ended June 30, 2016*

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#### OVERVIEW OF THE FINANCIAL STATEMENTS (continued)

##### **District-Wide Statements**

The district-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the District's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two district-wide statements report the District's net position and how it has changed. Net position – the difference between the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources – is one way to measure the District's financial health, or *position*.

- Over time, increases and decreases in the District's net position are an indicator of whether its financial position is improving or deteriorating, respectively.
- To assess the overall health of the District, you need to consider additional nonfinancial factors such as changes in the District's demographics and the condition of school buildings and other facilities.
- In the district-wide financial statements, the District's activities are categorized as *Governmental Activities*. Most of the District's basic services are included here, such as regular and special education, transportation, and administration. Property taxes and state aid finance most of these activities.

##### **Fund Financial Statements**

The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs:

- Some funds are required by State law and by bond covenants.
- The District establishes other funds to control and manage money for particular purposes (like repaying its long-term debt) or to show that it is properly using certain revenues.

The District has two kinds of funds:

- *Governmental funds* – Most of the District's basic services are included in governmental funds, which generally focus on (1) how cash and other financial assets that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the district-wide statements, we provide additional information on a separate reconciliation page that explains the relationship (or differences) between them.
- *Fiduciary funds* – The District is the trustee, or fiduciary, for assets that belong to others, namely, the student activities funds. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. All of the District's fiduciary activities are reported in a separate statement of fiduciary net position. We exclude these activities from the district-wide financial statements because the District cannot use these assets to finance its operations.

## OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)  
For the Fiscal Year Ended June 30, 2016

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### FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

**Net Position.** The District's combined net position was higher on June 30, 2016, than it was the year before – increasing 81.7% to \$25.8 million (See Table A-1).

**Table A-1**

	Governmental Activities (In millions)		Variance Increase (Decrease)
	2016	2015*	
Current assets	\$ 128.5	\$ 85.3	\$ 43.2
Capital assets	267.3	257.8	9.5
<b>Total assets</b>	<b>395.8</b>	<b>343.1</b>	<b>52.7</b>
<b>Total deferred outflows</b>	<b>41.7</b>	<b>12.5</b>	<b>29.2</b>
Current liabilities	19.4	15.5	3.9
Long-term liabilities	373.0	298.7	74.3
<b>Total liabilities</b>	<b>392.4</b>	<b>314.2</b>	<b>78.2</b>
<b>Total deferred inflows</b>	<b>19.3</b>	<b>27.2</b>	<b>(7.9)</b>
Net position			
Net investment in capital assets	106.9	113.9	(7.0)
Restricted	31.2	29.6	1.6
Unrestricted	(112.3)	(129.3)	17.0
<b>Total net position</b>	<b>\$ 25.8</b>	<b>\$ 14.2</b>	<b>\$ 11.6</b>

\*As restated

**Changes in net position, governmental activities.** The District's total revenues increased 14.9% to \$218.0 million (See Table A-2). The increase is due primarily to state aid.

The total cost of all programs and services increased 5.9% to \$206.4 million. The District's expenses are predominantly related to educating and caring for students, 82.4%. The purely administrative activities of the District accounted for just 5.7% of total costs. A significant contributor to the increase in costs was due to an increase in personnel costs.

**Table A-2**

	Governmental Activities (In millions)		Variance Increase (Decrease)
	2016	2015	
Total Revenues	\$ 218.0	\$ 189.7	\$ 28.3
Total Expenses	206.4	194.8	11.6
Increase (decrease) in net position	\$ 11.6	\$ (5.1)	\$ 16.7

## OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Year Ended June 30, 2016*

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### FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The financial performance of the District as a whole is reflected in its governmental funds as well. As the District completed this year, its governmental funds reported a combined fund balance of \$112.4 million, which is above last year's ending fund balance of \$72.5 million. The primary cause of the increased fund balance is due to issuances of certificates of participation and general obligation bonds.

#### General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget several times. The major budget amendments fall into these categories:

- Revenues – increased by \$13.3 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs – increased \$2.4 million due to an increase in compensation to district personnel.
- Other costs – increased \$19.1 million to re-budget carryover funds and revise operational cost estimates.

While the District's final budget for the General Fund anticipated that expenditures would exceed revenues by about \$5.6 million, the actual results for the year show that revenues exceeded expenditures by roughly \$12.8 million. Actual revenues were \$1.2 million less than anticipated, but expenditures were \$19.7 million less than budgeted. That amount consists primarily of restricted categorical program dollars that were not spent as of June 30, 2016, that will be carried over into the 2016-17 budget.

### CAPITAL ASSET AND DEBT ADMINISTRATION

#### Capital Assets

By the end of 2015-16 the District had invested \$14.8 million in new capital assets. (More detailed information about capital assets can be found in Note 6 to the financial statements). Total depreciation expense for the year exceeded \$5.2 million.

**Table A-3: Capital Assets at Year End, net of Depreciation**

	Governmental Activities (In millions)		Variance
	2016	2015*	Increase (Decrease)
Land	\$ 27.1	\$ 27.1	\$ -
Improvement of sites	13.5	14.3	(0.8)
Buildings	190.0	193.8	(3.8)
Equipment	4.3	4.2	0.1
Construction in progress	32.4	18.4	14.0
Total	<u>\$ 267.3</u>	<u>\$ 257.8</u>	<u>\$ 9.5</u>

\*As restated

## OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)  
For the Fiscal Year Ended June 30, 2016

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### CAPITAL ASSET AND DEBT ADMINISTRATION (continued)

#### Long-Term Debt

At year-end the District had \$373.0 million in general obligation bonds, certificates of participation, energy retrofit agreement, compensated absences, pension liabilities, and other postemployment benefits – an increase of 24.9% from last year – as shown in Table A-4. (More detailed information about the District's long-term liabilities is presented in Note 7 to the financial statements).

**Table A-4: Outstanding Long-Term Debt at Year-End**

	Governmental Activities (In millions)		Variance Increase (Decrease)
	2016	2015	
General obligation bonds	\$ 195.3	\$ 169.4	\$ 25.9
Certificates of participation	12.0	4.3	7.7
Energy retrofit agreement	4.2	4.5	(0.3)
Compensated absences	1.5	1.3	0.2
Other postemployment benefits	22.8	19.0	3.8
Net pension liability	137.2	100.2	37.0
Total	<u>\$ 373.0</u>	<u>\$ 298.7</u>	<u>\$ 74.3</u>

### FACTORS BEARING ON THE DISTRICT'S FUTURE

#### Evolution of the Budget

The Legislature passed the final budget package on June 15, 2016. Total reserves in the final budget package were lower by only \$36 million compared to the Governor's proposal in May. Various choices were made to shift spending priorities compared to the Governor's proposal. Budget savings resulted from (1) reduced spending on state office buildings, (2) shifting funding for the construction of local jails from General Fund to bond funds, and (3) reduced retiree health spending due to lower than expected healthcare costs. Correspondingly, the final budget deal reflected higher spending for affordable housing programs, repealing the MFG policy, and various public safety programs.

The Governor signed the *2016-17 Budget Act* and 14 budget-related bills on June 27, 2016 and July 1, 2016. The Governor did not veto any appropriations.

#### Proposition 98

State budgeting for schools and community colleges is based primarily on Proposition 98, approved by voters in 1988 and amended in 1990. Below, we provide an overview of Proposition 98 funding and spending changes under the enacted budget package. We then highlight Proposition 98 spending changes specifically for K-12 education.

## **OXNARD SCHOOL DISTRICT**

*Management's Discussion and Analysis (Unaudited)  
For the Fiscal Year Ended June 30, 2016*

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### **FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)**

#### **Minimum Guarantee**

##### ***Proposition 98 Funding Revised Upward Across Three-Year Period***

Proposition 98 establishes a minimum funding requirement commonly called the minimum guarantee. Compared with the estimates from June 2015, the 2014-15 and 2015-16 guarantees have increased by \$843 million and \$641 million, respectively. These upward revisions are due primarily to increases in state revenue relative to the amounts assumed in last year's budget package. The estimate of the 2016-17 minimum guarantee is \$3.5 billion (5.1 percent) higher than the *2015-16 Budget Act* level.

##### ***Two Key Drivers of Increase in 2016-17***

Total funding for all segments in 2016-17 is \$71.9 billion, a \$2.8 billion (4.1 percent) increase above the revised 2015-16 level. This change in the guarantee reflects 3.6 percent growth in the "Test 3 factor" combined with a supplemental appropriation of \$502 million. The Test 3 factor consists of 3.1 percent growth in per capita General Fund plus an additional 0.5 percent increase set forth in the State Constitution. The supplemental appropriation ensures that the minimum guarantee grows at least as quickly as the rest of the state budget.

##### ***Increase Covered About Evenly From Higher State General Fund and Local Property Tax Revenue***

Of total Proposition 98 funding in 2016-17, \$51.1 billion is state General Fund and \$20.8 billion is local property tax revenue. From 2015-16 to 2016-17, state General Fund increases by \$1.3 billion (accounting for slightly less than half of the \$2.8 billion increase in the guarantee) and local property tax revenue increases by \$1.5 billion (accounting for slightly more than half of the increase in the guarantee). The primary factor explaining the growth in property tax revenue is the strong 6.2 percent increase in assessed property values. In addition, the budget plan assumes property tax revenue increases by \$419 million due to the triple flip ending, thereby completing the shift of revenue from cities, counties, and special districts to school districts and community colleges.

##### ***New Maintenance Factor Created in 2016-17***

In 2014-15, General Fund tax revenue increased by 11 percent over the prior-year level, resulting in a maintenance factor payment of \$5.7 billion—the largest payment the state has ever made. In 2015-16, the budget assumes the state makes an additional maintenance factor payment of \$379 million, reducing the total outstanding obligation to \$155 million. In 2016-17, the budget assumes the state creates \$746 million in new maintenance factor. The amount of new maintenance factor created is based on the difference between the Proposition 98 Test 2 and Test 3 factors. In 2016-17, growth in the Test 2 factor (per capita personal income) is strong (5.4 percent) relative to growth in the Test 3 factor (3.6 percent).

#### **K-12 Education**

##### ***\$63.3 Billion Proposition 98 Funding for K-12 Education and Preschool Combined***

This 2016-17 level is \$2.5 billion (4.1 percent) more than revised 2015-16 funding and \$3.7 billion (6.3 percent) more than the *2015-16 Budget Act* level. The budget increases funding per student by \$440 (4.3 percent) over the *2015-16 Budget Act* level, bringing Proposition 98 funding per student up to \$10,657.

## **OXNARD SCHOOL DISTRICT**

*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Year Ended June 30, 2016*

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### **FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)**

#### **New Spending**

##### ***Large Increase for LCFF***

The \$2.9 billion augmentation brings total funding for implementing LCFF for school districts and charter schools up to \$55.8 billion, a 5.7 percent increase over the revised 2015-16 level. The administration estimates this funding will close 54 percent of the gap between current funding levels and LCFF target rates, bringing LCFF to 96 percent of its full implementation cost. School districts and charter schools may use LCFF monies for any educational purpose.

##### ***Significant Discretionary One-Time Funding***

The largest one-time augmentation for K-12 education is \$1.3 billion that LEAs may use for any locally determined purpose. Funding would be distributed based on average daily attendance. If an LEA has unpaid mandate claims, funding would pay all or a portion of those claims. As many LEAs do not have any unpaid claims, we estimate only about half (\$617 million) of the funding provided would reduce the K-12 mandates backlog. We estimate the outstanding K-12 mandates backlog will be \$987 million at the end of 2016-17.

All of these factors were considered in preparing the Oxnard School District budget for the 2016-17 fiscal year.

### **CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional information contact Ms. Lisa Cline, Deputy Superintendent of Budget and Fiscal Services, Oxnard School District, 1051 South A Street, Oxnard, California 93030 or at (805) 385-1501.

**OXNARD SCHOOL DISTRICT***Statement of Net Position**June 30, 2016*

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	<b>Total Governmental Activities</b>
<b>ASSETS</b>	
Cash	\$ 112,934,517
Investments	7,606,764
Accounts receivable	7,711,249
Stores inventories	174,736
Prepaid expenditures	84,470
Capital assets:	
Non-depreciable assets	59,569,547
Depreciable assets	259,853,844
Less accumulated depreciation	<u>(52,110,614)</u>
Total assets	<u>395,824,513</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred amounts on refunding	1,407,264
Deferred outflows related to pensions	<u>40,327,984</u>
Total deferred outflows of resources	<u>41,735,248</u>
<b>LIABILITIES</b>	
Accounts payable	18,937,639
Unearned revenues	475,091
Long-term liabilities:	
Due within one year	8,192,242
Due after one year	<u>364,793,503</u>
Total liabilities	<u>392,398,475</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred inflows related to pensions	<u>19,332,981</u>
<b>NET POSITION</b>	
Net investment in capital assets	106,960,009
Restricted for:	
Capital projects	15,114,908
Debt service	13,317,100
Categorical programs	2,722,491
Unrestricted	<u>(112,286,203)</u>
Total net position	<u>\$ 25,828,305</u>



**OXNARD SCHOOL DISTRICT**  
*Statement of Activities*  
*For the Fiscal Year Ended June 30, 2016*

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
<b>Governmental Activities</b>					
Instructional Services:					
Instruction	\$ 123,127,865	\$ 382,984	\$ 24,982,292	\$ 50,418	\$ (97,712,171)
Instruction-Related Services:					
Supervision of instruction	5,303,420	10,454	1,777,501	-	(3,515,465)
Instructional library, media and technology	2,519,622	27	167,521	-	(2,352,074)
School site administration	13,628,183	499	727,468	-	(12,900,216)
Pupil Support Services:					
Home-to-school transportation	3,469,616	-	-	-	(3,469,616)
Food services	10,757,332	778,650	9,116,236	-	(862,446)
All other pupil services	11,154,513	24,413	1,140,746	-	(9,989,354)
General Administration:					
Data processing	1,892,478	518	2,378	-	(1,889,582)
All other general administration	9,877,142	40,863	1,145,614	-	(8,690,665)
Plant Services	12,978,671	236,780	1,182,295	-	(11,559,596)
Ancillary Services	52,603	-	-	-	(52,603)
Community Services	1,539,203	22,277	103,489	-	(1,413,437)
Enterprise Activities	52,603	-	-	-	(52,603)
Interest on Long-term Debt	7,439,323	-	-	-	(7,439,323)
Issuance Costs	730,953	-	-	-	(730,953)
Other Outgo	1,853,462	221,436	267,726	-	(1,364,300)
Total governmental activities	\$ 206,376,989	\$ 1,718,901	\$ 40,613,266	\$ 50,418	(163,994,404)
<b>General Revenues:</b>					
Property taxes					37,695,694
Federal and state aid not restricted to specific purposes					136,113,581
Interest and investment earnings					176,028
Miscellaneous					1,625,220
Total general revenues					175,610,523
Change in net position					11,616,119
Net position - July 1, 2015, as originally stated					16,888,261
Adjustments for restatements (Note 6)					(2,676,075)
Net position - July 1, 2015, as restated					14,212,186
Net position - June 30, 2016					\$ 25,828,305

**OXNARD SCHOOL DISTRICT**  
*Balance Sheet – Governmental Funds*  
*June 30, 2016*

	General Fund	Cafeteria Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
<b>ASSETS</b>					
Cash	\$ 35,372,509	\$ 2,601,827	\$ 46,551,360	\$ 28,408,821	\$ 112,934,517
Investments	7,606,764	-	-	-	7,606,764
Accounts receivable	5,522,012	1,837,851	118,620	232,766	7,711,249
Due from other funds	4,683,448	569,798	-	-	5,253,246
Inventories	129,861	44,875	-	-	174,736
Prepaid expenditures	84,470	-	-	-	84,470
Total Assets	<u>\$ 53,399,064</u>	<u>\$ 5,054,351</u>	<u>\$ 46,669,980</u>	<u>\$ 28,641,587</u>	<u>\$ 133,764,982</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>Liabilities</b>					
Accounts payable	\$ 9,595,182	\$ 504,349	\$ 1,172,239	\$ 26,161	\$ 11,297,931
Due to other funds	4,894,526	4,500,030	-	183,418	9,577,974
Unearned revenue	475,091	-	-	-	475,091
Total Liabilities	<u>14,964,799</u>	<u>5,004,379</u>	<u>1,172,239</u>	<u>209,579</u>	<u>21,350,996</u>
<b>Fund Balances</b>					
Nonspendable	234,331	45,081	-	-	279,412
Restricted	2,717,600	4,891	45,497,741	28,432,008	76,652,240
Assigned	17,422,290	-	-	-	17,422,290
Unassigned	18,060,044	-	-	-	18,060,044
Total Fund Balances	<u>38,434,265</u>	<u>49,972</u>	<u>45,497,741</u>	<u>28,432,008</u>	<u>112,413,986</u>
Total Liabilities and Fund Balances	<u>\$ 53,399,064</u>	<u>\$ 5,054,351</u>	<u>\$ 46,669,980</u>	<u>\$ 28,641,587</u>	<u>\$ 133,764,982</u>

# OXNARD SCHOOL DISTRICT

## Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position June 30, 2016

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<b>Total fund balances - governmental funds</b>		\$ 112,413,986
Amounts reported for governmental <i>activities</i> in the statement of net position are different because capital assets used for governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$319,423,391, and the accumulated depreciation is (\$52,110,614).		267,312,777
In governmental funds, postemployment benefits costs are recognized as expenditures in the period they are paid. In the government-wide statements, postemployment benefits costs are recognized in the period that they are incurred. The net OPEB liability at the end of the period was:		(22,792,017)
In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unmatured interest owing at the end of the period was:		(3,314,980)
In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:		
	Certificates of participation payable	11,994,282
	Energy retrofit agreement	4,231,835
	Compensated absences payable	1,464,542
	General obligation bonds payable	195,300,646
	Net pension liability	<u>137,202,423</u>
		(350,193,728)
Deferred amounts on refunding represent amounts paid to an escrow agent in excess of the outstanding debt at the time of the payment for refunded bonds which have been defeased. In the government-wide statements it is recognized as a deferred outflow of resources. The remaining deferred amounts on refunding at the end of the period were:		1,407,264
In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported. Deferred inflows and outflows relating to pensions for the period were:		
	Deferred outflows	40,327,984
	Deferred inflows	<u>(19,332,981)</u>
<b>Total net position - governmental activities</b>		<u>\$ 25,828,305</u>

## OXNARD SCHOOL DISTRICT

### Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds For the Fiscal Year Ended June 30, 2016

	General Fund	Cafeteria Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
<b>REVENUES</b>					
LCFF sources	\$ 148,788,199	\$ -	\$ -	\$ -	\$ 148,788,199
Federal sources	11,498,212	8,965,759	-	-	20,463,971
Other state sources	23,229,681	591,800	-	1,194,085	25,015,566
Other local sources	10,098,065	852,228	297,817	13,549,644	24,797,754
Total Revenues	<u>193,614,157</u>	<u>10,409,787</u>	<u>297,817</u>	<u>14,743,729</u>	<u>219,065,490</u>
<b>EXPENDITURES</b>					
Current					
Instructional Services:					
Instruction	117,067,138	-	-	912,652	117,979,790
Instruction-Related Services:					
Supervision of instruction	4,995,108	-	-	132,460	5,127,568
Instructional library, media and technology	2,385,820	-	-	-	2,385,820
School site administration	13,306,175	-	-	-	13,306,175
Pupil Support Services:					
Home-to-school transportation	3,396,094	-	-	-	3,396,094
Food services	50,670	10,417,241	-	-	10,467,911
All other pupil services	10,928,461	-	-	-	10,928,461
Community Services					
Community Services	1,376,796	-	-	-	1,376,796
General Administration Services:					
Data processing services	1,920,632	-	-	-	1,920,632
Other general administration	8,330,452	-	-	26,185	8,356,637
Plant Services					
Plant Services	13,972,279	44,199	-	82,740	14,099,218
Transfer of Indirect Costs					
Transfer of Indirect Costs	(550,740)	500,030	-	50,710	-
Capital Outlay					
Capital Outlay	410,684	-	12,352,169	349,857	13,112,710
Intergovernmental Transfers					
Intergovernmental Transfers	2,567,864	-	-	-	2,567,864
Debt Service:					
Issuance costs	313,236	-	417,717	-	730,953
Principal	225,195	-	-	4,918,662	5,143,857
Interest	131,154	-	-	8,316,498	8,447,652
Total Expenditures	<u>180,827,018</u>	<u>10,961,470</u>	<u>12,769,886</u>	<u>14,789,764</u>	<u>219,348,138</u>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	<u>12,787,139</u>	<u>(551,683)</u>	<u>(12,472,069)</u>	<u>(46,035)</u>	<u>(282,648)</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Interfund transfers in	-	552,153	-	-	552,153
Interfund transfers out	(585,992)	-	-	-	(585,992)
Proceeds from issuance of bonds	-	-	30,360,000	-	30,360,000
Proceeds from issuance of COPs	8,000,000	-	-	-	8,000,000
Premium on issuance of debt	-	-	217,717	1,741,788	1,959,505
Discount on issuance of debt	(80,000)	-	-	-	(80,000)
Total Other Financing Sources and Uses	<u>7,334,008</u>	<u>552,153</u>	<u>30,577,717</u>	<u>1,741,788</u>	<u>40,205,666</u>
Net Change in Fund Balances	20,121,147	470	18,105,648	1,695,753	39,923,018
Fund Balances, July 1, 2015	18,313,118	49,502	27,392,093	26,736,255	72,490,968
Fund Balances, June 30, 2016	<u>\$ 38,434,265</u>	<u>\$ 49,972</u>	<u>\$ 45,497,741</u>	<u>\$ 28,432,008</u>	<u>\$ 112,413,986</u>

## OXNARD SCHOOL DISTRICT

### Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities For the Fiscal Year Ended June 30, 2016

**Total net change in fund balances - governmental funds** \$ 39,923,018

Amounts reported for governmental *activities* in the statement of activities are different because:

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. The difference between capital outlay expenditures and depreciation expense for the period is:

Expenditures for capital outlay	14,843,407	
Depreciation expense	<u>(5,295,407)</u>	9,548,000

In governmental funds, repayments of long-term debt are reported as expenditures.

In the government-wide statements, repayments of long-term debt are reported as reduction of liabilities. Expenditures for repayment of the principal portion of long-term debt were: 5,143,857

In governmental funds, postemployment benefits costs are recognized as expenditures in the period they are paid. In the government-wide statements, postemployment benefits costs are recognized in the period that they are incurred. The increase in the net OPEB liability at the end of the period was:

(3,794,439)

In governmental funds, proceeds from debt are recognized as other financing sources.

In the government-wide statements, proceeds from debt are reported as an increase to liabilities.

Amounts recognized in governmental funds as proceeds from debt, net of issue premium or discount, were: (40,239,505)

In governmental funds, interest on long-term debt is recognized in the period that it becomes due.

In the government-wide statement of activities, it is recognized in the period that it is incurred.

Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period, was: (620,373)

In the statement of activities, compensated absences are measured by the amounts *earned* during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually *paid*). This year, vacation leave earned exceeded the amounts paid by:

(164,380)

In governmental funds, accreted interest on capital appreciation bonds is not recorded as an expenditure from current resources. In the government-wide statement of activities, however, this is recorded as interest expense for the period.

1,322,110

In governmental funds, if debt is issued at a premium or discount, the premium or discount is recognized as an Other Financing Source or an Other Financing Use in the period it is incurred.

In the government-wide statements, the premium is amortized as interest over the life of the debt.

Amortization of premium or discount for the period is: 422,041

The amounts paid to the refunded bond escrow agent in excess of the refunded bond at the time of payment are recorded as deferred amounts on refunding and are amortized over the life of the liability. The difference between amounts recognized as deferred amounts during the year and the amounts amortized for the year is:

(115,448)

In government funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was:

191,238

**Change in net position of governmental activities** \$ 11,616,119

**OXNARD SCHOOL DISTRICT**  
*Statement of Fiduciary Net Position*  
*June 30, 2016*

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	Trust Fund	Agency Funds	
	Retiree Benefits Fund	Student Body Funds	Total
<b>Assets</b>			
Cash	\$ 3,668,006	\$ 150,503	\$ 3,818,509
Accounts receivable	11,045	-	11,045
Due from other funds	4,324,728	-	4,324,728
Inventory	-	42,006	42,006
<b>Total Assets</b>	<u>8,003,779</u>	<u>\$ 192,509</u>	<u>8,196,288</u>
<b>Liabilities</b>			
Due to student groups	-	\$ 192,509	192,509
<b>Total Liabilities</b>	<u>-</u>	<u>\$ 192,509</u>	<u>192,509</u>
<b>Net Position</b>			
Restricted	<u>\$ 8,003,779</u>		<u>\$ 8,003,779</u>

**OXNARD SCHOOL DISTRICT**

*Statement of Changes in Fiduciary Net Position  
For the Fiscal Year Ended June 30, 2016*

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	Trust Fund
	<u>Retiree Benefits Fund</u>
<b>ADDITIONS</b>	
Interest	\$ 26,979
In-district contributions	4,290,888
Interfund transfers in	<u>33,839</u>
<b>Total Additions</b>	<u>4,351,706</u>
<b>DEDUCTIONS</b>	
Operating expenditures	<u>3,659,979</u>
<b>Total Deductions</b>	<u>3,659,979</u>
Net Increase (Decrease)	691,727
Net position - July 1, 2015	<u>7,312,052</u>
Net position - June 30, 2016	<u><u>\$ 8,003,779</u></u>

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Oxnard School District (the "District") accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board. The following is a summary of the more significant policies:

**A. Reporting Entity**

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District. For Oxnard School District, this includes general operations, food service, and student related activities of the District.

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District, in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District has identified no organizations that are required to be reported as component units.

**B. Basis of Presentation, Basis of Accounting**

**1. Basis of Presentation**

**Government-Wide Financial Statements**

The statement of net position and the statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

**Fund Financial Statements**

The fund financial statements provide information about the District's funds, including its fiduciary funds. Separate statements for each fund category - *governmental* and *fiduciary* - are presented. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.



**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**B. Basis of Presentation, Basis of Accounting (continued)**

**1. Basis of Presentation (continued)**

**Major Governmental Funds**

The District reports the following major governmental funds:

**General Fund:** This fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund. The District also maintains a Special Reserve Fund for Other Than Capital Outlay Projects. The fund does not meet the criteria to be reported as a special revenue fund. Because that fund does not meet the definition of a special revenue fund under GASB 54, the activity in that fund is being reported within the General Fund.

**Cafeteria Fund:** This fund is used to account for revenues received and expenditures made to operate the District's food service operations.

**Building Fund:** This fund is used to account for the acquisition of major governmental capital facilities and buildings from the sale of general obligation bonds.

**Non-Major Governmental Funds**

The District maintains the following non-major governmental funds:

**Special Revenue Fund:**

**Child Development Fund:** This fund is used to account for resources committed to child development programs maintained by the District.

**Capital Projects Funds:**

**Capital Facilities Fund:** This fund is used to account for resources received from developer impact fees assessed under provisions of the California Environmental Quality Act.

**County School Facilities Fund:** This fund is used to account for state apportionments provided for modernization of school facilities under SB50.

**Debt Service Fund:**

**Bond Interest and Redemption Fund:** This Fund is used to account for the accumulation of resources for, and the repayment of, District bonds, interest, and related costs.

**Fiduciary Funds**

Fiduciary fund reporting focuses on net position and changes in net position. Fiduciary funds are used to report assets held in a trustee or agency capacity for others and therefore cannot be used to support the District's own programs. The fiduciary fund category includes pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and agency funds.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**B. Basis of Presentation, Basis of Accounting (continued)**

**1. Basis of Presentation (continued)**

**Fiduciary Funds (continued)**

The District maintains the following fiduciary funds:

**Retiree Benefit Fund:** This fund is used to account separately for amounts held in trust from salary reduction agreements, other irrevocable contributions for employees' retirement benefit payments or both.

**Agency Funds:** The District maintains a separate agency fund for each school that operates an Associated Student Body (ASB) Fund, whether it is organized or not.

**2. Measurement Focus, Basis of Accounting**

**Government-Wide and Fiduciary Fund Financial Statements**

The government-wide and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year in which all eligibility requirements have been satisfied.

**Governmental Fund Financial Statements**

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

**3. Revenues - Exchange and Non-Exchange Transactions**

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to state-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**B. Basis of Presentation, Basis of Accounting (continued)**

**3. Revenues - Exchange and Non-Exchange Transactions (continued)**

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

**C. Budgetary Data**

The budgetary process is prescribed by provisions of the California *Education Code* and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For budget purposes, on behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

**D. Encumbrances**

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

**E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position**

**1. Cash and Cash Equivalents**

The District considers cash and cash equivalents to be cash on hand and demand deposits. In addition, because the Treasury Pool is sufficiently liquid to permit withdrawal of cash at any time without prior notice or penalty, equity in the pool is also deemed to be a cash equivalent.

**2. Inventories and Prepaid Items**

Inventories are valued at cost using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)**

**3. Capital Assets**

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated fixed assets are recorded at their estimated fair value at the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Description	Estimated Lives
Buildings and Improvements	25-40 years
Land Improvements	14-30 years
Furniture and Equipment	5-15 years

**4. Unearned Revenue**

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

Certain grants received that have not met eligibility requirements are recorded as unearned revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as unearned revenue.

**5. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District has several items that qualify for reporting in this category. One of the items is deferred amount on refunding, which resulted from the difference in the carrying value of refunded debt and its reacquisition price. This amount is shown as deferred and amortized over the shorter of the life of the refunded or refunding debt. The remaining items are to recognize the District's proportionate share of the deferred outflows of resources related to its pension plans as more fully described in the footnote entitled "Pension Plans".

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. The District has several items that are reported as deferred inflows of resources. These items are to recognize the District's proportionate share of the deferred inflows of resources related to its pension plans as more fully described in the footnote entitled "Pension Plans".

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**E. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)**

**6. Compensated Absences**

The liability for compensated absences reported in the government-wide statements consists of unpaid, accumulated annual and vacation leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included.

**7. Pensions**

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California State Teachers Retirement System (CalSTRS) and California Public Employees' Retirement System (CalPERS) plans and addition to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**8. Fund Balances**

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**Nonspendable:** Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted:** Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed:** The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned:** Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned:** Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**E. Assets, Deferred Outflows of Resources, Liabilities, and Net Position (continued)**

**9. Net Position**

Net position is classified into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- **Net investment in capital assets** - This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- **Restricted** - This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted".

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

**F. Minimum Fund Balance Policy**

The District has adopted a formal minimum fund balance policy, as recommended by GASB Statement No. 54; the District follows the guidelines recommended in the Criteria and Standards of Assembly Bill (AB) 1200, which recommend a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent of total General Fund expenditures and other financing uses.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed unless the governing board has provided otherwise in its commitment or assignment actions.

**G. Property Tax Calendar**

The County is responsible for the assessment, collection, and apportionment of property taxes for all jurisdictions including the schools and special districts within the County. The Board of Supervisors levies property taxes as of September 1 on property values assessed on July 1. Secured property tax payments are due in two equal installments. The first is generally due November 1 and is delinquent with penalties on December 10, and the second is generally due on February 1 and is delinquent with penalties on April 10. Secured property taxes become a lien on the property on January 1.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**H. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

**I. New GASB Pronouncements**

During the 2015-16 fiscal year, the following GASB Pronouncements became effective:

**1. Statement No. 72, *Fair Value Measurement and Application (Issued 02/15)***

This Statement addresses accounting and financial reporting issues related to fair value measurements. The definition of *fair value* is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This Statement provides guidance for determining a fair value measurement for financial reporting purposes. This Statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements.

**2. Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments (Issued 06/15)***

The objective of this Statement is to identify - in the context of the current governmental financial reporting environment - the hierarchy of generally accepted accounting principles (GAAP). The "GAAP hierarchy" consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with GAAP and the framework for selecting those principles. This Statement reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and non-authoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP.

**3. Statement No. 79, *Certain External Investment Pools and Pool Participants (Issued 12/15)***

This Statement addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. An external investment pool qualifies for that reporting if it meets all of the applicable criteria established in this Statement. The specific criteria address (1) how the external investment pool transacts with participants; (2) requirements for portfolio maturity, quality, diversification, and liquidity; and (3) calculation and requirements of a shadow price. Significant noncompliance prevents the external investment pool from measuring all of its investments at amortized cost for financial reporting purposes.

If an external investment pool does not meet the criteria established by this Statement, that pool should apply the provisions in paragraph 16 of Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, as amended. If an external investment pool meets the criteria in this Statement and measures all of its investments at amortized cost, the pool's participants also should measure their investments in that external investment pool at amortized cost for financial reporting purposes.

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2016*

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**NOTE 2 – CASH AND INVESTMENTS**

Cash and investments at June 30, 2016, are reported at fair value and consisted of the following:

	Governmental Activities/ Funds	Fiduciary Funds
<b>Pooled Funds:</b>		
Cash in county treasury	\$ 112,914,311	\$ 3,668,006
<b>Total Pooled Funds</b>	<u>112,914,311</u>	<u>3,668,006</u>
<b>Deposits:</b>		
Cash on hand and in banks	-	150,503
Cash in revolving funds	20,206	-
<b>Total Deposits</b>	<u>20,206</u>	<u>150,503</u>
<b>Total Cash</b>	<u>\$ 112,934,517</u>	<u>\$ 3,818,509</u>
<b>Investments</b>		
U.S. Bank - First American Government Obligation Fund	<u>\$ 7,606,764</u>	

**Pooled Funds**

In accordance with Education Code Section 41001, the District maintains substantially all of its cash in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2016, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

**Custodial Credit Risk – Deposits**

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.



**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2016*

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**NOTE 2 – CASH AND INVESTMENTS (continued)**

**Custodial Credit Risk – Deposits (continued)**

As of June 30, 2016, none of the District’s bank balance was exposed to custodial credit risk because it was insured by the FDIC.

**Investments - Interest Rate Risk**

The District's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District's investment policy limits investment purchases to investments with a term not to exceed three years. Investments purchased with maturity terms greater than three years require approval by the Board of Education. Investments purchased with maturities greater than one year require written approval by the Superintendent prior to commitment.

Maturities of investments held at June 30, 2016, consisted of the following:

	Fair Value	Maturity	
		Less Than One Year	One Year Through Five Years
Investment maturities:			
U.S. Bank			
First American Government Obligation Fund	\$ 7,606,764	\$ 7,606,764	\$ -

**Investments - Credit Risk**

The District's investment policy limits investment choices to obligations of local, state and federal agencies, commercial paper, certificates of deposit, repurchase agreements, corporate notes, banker acceptances, and other securities allowed by State Government Code Section 53600. At June 30, 2016, all investments represented governmental securities which were issued, registered and held by the District's agent in the District's name.

**Investments - Concentration of Credit Risk**

The District does not place limits on the amount it may invest in any one issuer. At June 30, 2016, the District had the following investment that represented more than five percent of the District's net investments.

U.S. Bank - First American Government Obligation Fund	100%
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**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
 June 30, 2016

**NOTE 3 – ACCOUNTS RECEIVABLE**

Accounts receivable as of June 30, 2016, consisted of the following:

	General Fund	Cafeteria Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds	Retiree Benefits Fund
Federal Government:						
Categorical aid programs	\$ 2,251,095	\$ 1,715,559	\$ -	\$ -	\$ 3,966,654	\$ -
State Government:						
Lottery	1,885,787	-	-	-	1,885,787	-
Categorical aid programs	564,117	112,491	-	167,355	843,963	-
Local:						
Interest	72,323	2,943	118,620	63,074	256,960	11,045
Special Education	696,829	-	-	-	696,829	-
Miscellaneous	51,861	6,858	-	2,337	61,056	-
Totals	<u>\$ 5,522,012</u>	<u>\$ 1,837,851</u>	<u>\$ 118,620</u>	<u>\$ 232,766</u>	<u>\$ 7,711,249</u>	<u>\$ 11,045</u>

**NOTE 4 – INTERFUND ACTIVITIES**

**A. Balances Due To/From Other Funds**

Balances due/to other funds at June 30, 2016, consisted of the following:

	Due from Other Funds				Totals
	General Fund	Cafeteria Fund	Total Governmental Funds	Fiduciary Funds	
General Fund	\$ -	\$ 569,798	\$ 569,798	\$ 4,324,728	\$ 4,894,526
Cafeteria Fund	4,500,030	-	4,500,030	-	4,500,030
Non-Major Governmental Funds	183,418	-	183,418	-	183,418
Totals	<u>\$ 4,683,448</u>	<u>\$ 569,798</u>	<u>\$ 5,253,246</u>	<u>\$ 4,324,728</u>	<u>\$ 9,577,974</u>

Due from the Capital Facilities Fund to the General Fund for the 3% administrative fee for the County's RDA	\$ 12,708
Due from the Cafeteria Fund to the General Fund for outstanding loan	4,500,030
Due from the Child Development Fund to the General Fund for indirect costs and loan repayment	170,710
Due from the General Fund to the Cafeteria Fund for cash contribution	569,798
Due from the General Fund to the Retiree Benefit Fund for retiree benefit transfer	4,324,728
Total	<u>\$ 9,577,974</u>

**B. Transfers To/From Other Funds**

Transfers to/from other funds during the year ended June 30, 2016, consisted of the following:

General Fund to the Cafeteria Fund for cash contribution	\$ 552,153
General Fund to the Retiree Benefit Fund for retiree benefits	<u>33,839</u>
Total	<u>\$ 585,992</u>

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
 June 30, 2016

**NOTE 5 – FUND BALANCES**

At June 30, 2016, fund balances of the District’s governmental funds were classified as follows:

	General Fund	Cafeteria Fund	Building Fund	Non-Major Governmental Funds	Total
<b>Nonspendable:</b>					
Revolving cash	\$ 20,000	\$ 206	\$ -	\$ -	\$ 20,206
Stores inventories	129,861	44,875	-	-	174,736
Prepaid expenditures	84,470	-	-	-	84,470
Total Nonspendable	<u>234,331</u>	<u>45,081</u>	<u>-</u>	<u>-</u>	<u>279,412</u>
<b>Restricted:</b>					
Categorical programs	2,717,600	-	-	-	2,717,600
Food service	-	4,891	-	-	4,891
Capital projects	-	-	45,497,741	15,114,908	60,612,649
Debt service	-	-	-	13,317,100	13,317,100
Total Restricted	<u>2,717,600</u>	<u>4,891</u>	<u>45,497,741</u>	<u>28,432,008</u>	<u>76,652,240</u>
<b>Assigned:</b>					
One-time expenditures	4,370,000	-	-	-	4,370,000
Bus replacement	100,000	-	-	-	100,000
Textbook adoption	3,909,224	-	-	-	3,909,224
Technology replacement	1,000,000	-	-	-	1,000,000
Future property acquisition	7,920,000	-	-	-	7,920,000
iPad replacement	123,066	-	-	-	123,066
Total Assigned	<u>17,422,290</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,422,290</u>
<b>Unassigned:</b>					
Reserve for economic uncertainties	5,422,343	-	-	-	5,422,343
Remaining unassigned balances	12,637,701	-	-	-	12,637,701
Total Unassigned	<u>18,060,044</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,060,044</u>
<b>Total</b>	<u>\$ 38,434,265</u>	<u>\$ 49,972</u>	<u>\$ 45,497,741</u>	<u>\$ 28,432,008</u>	<u>\$ 112,413,986</u>

**NOTE 6 – CAPITAL ASSETS AND DEPRECIATION**

Capital asset activity for the year ended June 30, 2016, was as follows:

	Original Balance, July 1, 2015	Audit Adjustments/ Restatements	Restated Balance, July 1, 2015	Additions	Retirements	Balance, June 30, 2016
<b>Capital assets not being depreciated:</b>						
Land	\$ 27,138,791	\$ -	\$ 27,138,791	\$ -	\$ -	\$ 27,138,791
Construction in progress	21,029,728	(2,676,075)	18,353,653	14,077,103	-	32,430,756
Total capital assets not being depreciated	<u>48,168,519</u>	<u>(2,676,075)</u>	<u>45,492,444</u>	<u>14,077,103</u>	<u>-</u>	<u>59,569,547</u>
<b>Capital assets being depreciated:</b>						
Improvement of sites	23,718,323	-	23,718,323	100,059	-	23,818,382
Buildings	226,747,566	-	226,747,566	32,585	-	226,780,151
Equipment	8,621,651	-	8,621,651	633,660	-	9,255,311
Total capital assets being depreciated	<u>259,087,540</u>	<u>-</u>	<u>259,087,540</u>	<u>766,304</u>	<u>-</u>	<u>259,853,844</u>
<b>Accumulated depreciation for:</b>						
Improvement of sites	(9,424,213)	-	(9,424,213)	(890,449)	-	(10,314,662)
Buildings	(32,926,912)	-	(32,926,912)	(3,870,103)	-	(36,797,015)
Equipment	(4,464,082)	-	(4,464,082)	(534,855)	-	(4,998,937)
Total accumulated depreciation	<u>(46,815,207)</u>	<u>-</u>	<u>(46,815,207)</u>	<u>(5,295,407)</u>	<u>-</u>	<u>(52,110,614)</u>
Total capital assets being depreciated, net	<u>212,272,333</u>	<u>-</u>	<u>212,272,333</u>	<u>(4,529,103)</u>	<u>-</u>	<u>207,743,230</u>
<b>Governmental activity capital assets, net</b>	<u>\$ 260,440,852</u>	<u>\$ (2,676,075)</u>	<u>\$ 257,764,777</u>	<u>\$ 9,548,000</u>	<u>\$ -</u>	<u>\$ 267,312,777</u>

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2016*

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**NOTE 6 – CAPITAL ASSETS AND DEPRECIATION (continued)**

Depreciation expense is allocated to the following functions in the statement of activities:

Instruction	\$ 2,911,889
Instructional Supervision and Administration	106,375
Instructional Library, Media and Technology	52,603
School Site Administration	265,354
Home-to-School Transportation	52,603
Food Services	211,583
All other Pupil Services	106,375
Community Services	52,603
All Other General Administration	158,980
Centralized Data Processing	52,603
Plant Services	1,324,439
	<u>\$ 5,295,407</u>

**NOTE 7 – GENERAL LONG-TERM DEBT**

Changes in long-term debt for the year ended June 30, 2016, were as follows:

	Balance, July 1, 2015	Additions	Deductions	Balance, June 30, 2016	Amount Due Within One Year
General Obligation Bonds:					
Principal repayments	\$ 156,934,120	\$ 30,360,000	\$ 4,650,362	\$ 182,643,758	\$ 5,119,970
Accreted interest component	6,998,364	912,890	2,235,000	5,676,254	2,095,000
Unamortized issuance premium	5,481,360	1,959,505	424,807	7,016,058	431,339
Unamortized issuance discount	(37,508)	-	(2,084)	(35,424)	(2,084)
Total - Bonds	<u>169,376,336</u>	<u>33,232,395</u>	<u>7,308,085</u>	<u>195,300,646</u>	<u>7,644,225</u>
Certificates of Participation					
Principal	4,341,900	8,000,000	268,300	12,073,600	282,600
Unamortized issuance discount	-	(80,000)	(682)	(79,318)	(2,727)
Total - Certificates of Participation	<u>4,341,900</u>	<u>7,920,000</u>	<u>267,618</u>	<u>11,994,282</u>	<u>279,873</u>
Energy Retrofit Agreement	4,457,030	-	225,195	4,231,835	268,144
Compensated Absences	1,300,162	164,380	-	1,464,542	-
Other Postemployment Benefits (OPEB)	18,997,578	3,794,439	-	22,792,017	-
Net Pension Liability	<u>100,189,361</u>	<u>37,013,062</u>	<u>-</u>	<u>137,202,423</u>	<u>-</u>
Totals	<u>\$ 298,662,367</u>	<u>\$ 82,124,276</u>	<u>\$ 7,800,898</u>	<u>\$ 372,985,745</u>	<u>\$ 8,192,242</u>

**NOTE 7 – GENERAL LONG-TERM DEBT (continued)**

Payments for general obligation bonds are made by the Bond Interest and Redemption Fund. Certificates of participation payments are made by Capital Facilities Funds. Accumulated vacation, other postemployment benefits, and net pension liabilities will be paid for by the fund for which the employee worked. Lease payments for the Energy Retrofit Agreement will be paid for by the General Fund.

**A. General Obligation Bonds**

**General Obligation Bonds - Measure M6**

On November 7, 2006, the District received authorization to issue \$64 million in general obligation bonds. The Bonds were authorized in order to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities.

**General Obligation Bonds - Measure R**

Bonds were authorized at an election of the registered voters of the District held on November 6, 2012 at which more than 55 percent of the voters authorized the issuance and sale of general obligation bonds not to exceed \$90 million. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest and principal of the bonds. The bonds will be issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

**2015 General Obligation Refunding Bonds**

On May 6, 2015, the District issued \$14,305,000 of General Obligation Refunding Bonds. The Bonds consist of \$10,675,000 serial bonds bearing fixed rates ranging from 2.0 to 5.0 percent with annual maturities from August 2015 through August 2034 and \$3,630,000 term bonds bearing a fixed interest rate of 3.375 percent due August 1, 2036. The net proceeds of \$15,096,453 (after issuance costs of \$237,159 and issue premium of \$1,028,612) were used to refund a portion of the District's outstanding General Obligation Bonds, 2006 Series A.

The net proceeds were used to purchase U.S. government securities. Those securities were deposited into an irrevocable trust with an escrow agent to provide for future debt service payments on the refunded bonds. As a result, the refunded bonds are considered to be defeased, and the related liability for the bonds has been removed from the District's liabilities.

Amounts paid to the refunded bond escrow agent in excess of the outstanding debt at the time of payment are recorded as a deferred outflow of resources on the statement of net position and are amortized to interest expense over the life of the liability. As of June 30, 2016, deferred amounts on refunding of \$306,841 remain to be amortized (in addition to \$1,100,423 on previously refunded bonds), and the principal balance on the defeased debt was fully paid.

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
 June 30, 2016

**NOTE 7 – GENERAL LONG-TERM DEBT (continued)**

**A. General Obligation Bonds (continued)**

A summary of the District’s outstanding general obligation bonds is below:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2015	Additions	Redeemed During Year	Outstanding, June 30, 2016	
<b>Measure M6 (2006)</b>									
Series A	3.8% to 6.75%	2/22/2007	8/1/2015	\$32,000,000	\$ 770,000	\$ -	\$ 770,000	\$ -	
Series B	3.0% to 5.74%	7/11/2008	7/1/2033	31,997,467	28,897,467	-	1,000,000	27,897,467	
<b>Measure R (2012)</b>									
Series A	2.0% to 5.0%	12/27/2012	8/1/2043	18,390,000	17,955,000	-	265,000	17,690,000	
Series B	3.375% to 5.0%	5/30/2013	8/1/2043	25,500,000	25,500,000	-	-	25,500,000	
Series C	3.625% to 5.75%	11/5/2014	8/1/2044	15,750,000	15,750,000	-	-	15,750,000	
Series D	2.0% to 5.25%	8/4/2015	8/1/2040	30,360,000	-	30,360,000	-	30,360,000	
<b>Refunding Issues</b>									
1997 Ref.	3.5% to 7.8%	3/7/1997	8/1/2019	19,890,672	986,653	-	405,362	581,291	
2001 Ref., Ser. A	3.9% to 5.75%	8/15/2001	8/1/2030	20,920,000	14,015,000	-	680,000	13,335,000	
2010 Ref.	2.0% to 5.0%	3/7/2011	8/1/2023	10,750,000	9,005,000	-	785,000	8,220,000	
2011 Ref.	2.0% to 5.0%	7/14/2011	8/1/2027	7,275,000	6,015,000	-	565,000	5,450,000	
2012 Ref.	2.0% to 5.0%	7/2/2012	8/1/2033	12,240,000	12,100,000	-	-	12,100,000	
2014 Ref.	4.0% to 5.0%	6/19/2014	8/1/2027	11,835,000	11,635,000	-	-	11,635,000	
2015 Ref.	2.0% to 5.0%	5/6/2015	8/1/2036	14,305,000	14,305,000	-	180,000	14,125,000	
					<u>\$ 156,934,120</u>	<u>\$ 30,360,000</u>	<u>\$ 4,650,362</u>	<u>\$ 182,643,758</u>	
Accreted Interest:									
					1997 Ref.	\$ 3,808,664	\$ 315,616	\$ 2,235,000	\$ 1,889,280
					2006, Ser.B	3,189,700	597,274	-	3,786,974
					<u>\$ 6,998,364</u>	<u>\$ 912,890</u>	<u>\$ 2,235,000</u>	<u>\$ 5,676,254</u>	

The annual requirements to amortize general obligation bonds outstanding as of June 30, 2016, are as follows:

Fiscal Year	Principal	Interest	Total
2016-17	\$ 5,119,970	\$ 8,742,695	\$ 13,862,665
2017-18	4,586,641	7,539,993	12,126,634
2018-19	4,452,107	7,353,628	11,805,735
2019-20	4,902,573	7,143,790	12,046,363
2020-21	5,315,000	6,765,037	12,080,037
2021-26	33,265,000	30,281,666	63,546,666
2026-31	36,485,814	31,177,252	67,663,066
2031-36	33,706,653	23,710,219	57,416,872
2036-41	34,360,000	8,093,347	42,453,347
2041-45	20,450,000	1,759,487	22,209,487
Total	<u>\$ 182,643,758</u>	<u>\$ 132,567,114</u>	<u>\$ 315,210,872</u>

**B. Certificates of Participation**

**2010 Refunding**

On January 19, 2010, the District issued \$5,285,900 of Refunding Certificates of Participation pursuant to a lease agreement with the Public Property Financing Corporation of California for the purpose of refunding the 1997 certificates. The certificates were sold bearing stated interest rate of 4.75 percent maturing between August 1, 2011 and August 1, 2026. At June 30, 2016, the principal balance outstanding was \$12,073,600.

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2016*

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**NOTE 7 – GENERAL LONG-TERM DEBT (continued)**

**B. Certificates of Participation (continued)**

**2016 Certificates of Participation**

On April 7, 2016, the District issued \$8,000,000 of Certificates of Participation through the Public Property Financing Corporation of California. The certificates bear an initial interest rate of 2.00% with a 5.00% step-up interest rate that commences August 1, 2021. The certificates were issued as term certificates due August 1, 2045, with annual mandatory sinking fund payments due on August 1 of each year beginning in 2022 until maturity. The proceeds of the certificates are being used to finance the acquisition and improvement of real property for use by the District as educational facilities.

The annual requirements to amortize all outstanding certificates are as follows:

Fiscal Year	Principal	Interest	Total
2016-17	\$ 282,600	\$ 317,451	\$ 600,051
2017-18	301,600	332,909	634,509
2018-19	315,400	318,256	633,656
2019-20	328,900	302,954	631,854
2020-21	347,200	286,896	634,096
2021-26	2,808,500	2,166,861	4,975,361
2026-31	1,679,400	1,670,648	3,350,048
2031-36	1,545,000	1,316,875	2,861,875
2036-41	1,960,000	849,750	2,809,750
2041-46	2,505,000	355,875	2,860,875
Total	<u>\$ 12,073,600</u>	<u>\$ 7,918,475</u>	<u>\$ 19,992,075</u>

**C. Energy Retrofit Agreement**

On July 17, 2012, the District entered into an equipment lease/purchase agreement with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The acquisition amount was \$4,797,640 with a contract rate of 2.98% and total payments of \$6,140,842.

Annual payments on the lease agreement are shown below:

Fiscal Year	Principal	Interest	Total
2016-17	\$ 268,144	\$ 124,126	\$ 392,270
2017-18	295,021	115,936	410,957
2018-19	292,130	107,166	399,296
2019-20	304,082	98,372	402,454
2020-21	317,808	89,209	407,017
2021-26	1,855,688	292,018	2,147,706
2026-28	898,962	33,921	932,883
	<u>\$ 4,231,835</u>	<u>\$ 860,748</u>	<u>\$ 5,092,583</u>

## OXNARD SCHOOL DISTRICT

### Notes to Financial Statements

June 30, 2016

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#### NOTE 8 – JOINT VENTURES

The Oxnard School District participates in two joint powers agreement (JPA) entities, the Ventura County Schools Self-Funding Authority (VCSSFA) and the Ventura County Fast Action School Transit Authority (VCFASTA). The relationship between the Oxnard School District and the JPAs is such that the JPAs are not component units of the District for financial reporting purposes.

The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The VCFASTA was established July 1, 1995 for the purpose of providing a county-wide distribution system for carrying documents and materials to and from the Ventura County Office of Education and participating public agencies. The JPAs are governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

Condensed audited financial information for the fiscal year ended June 30, 2015 is as follows:

	VCSSFA	VCFASTA
Assets	\$ 103,326,423	\$ 52,469
Deferred Outflows of Resources	84,393	-
Liabilities	54,243,925	28,288
Deferred Inflows of Resources	181,807	-
Net Assets	<u>\$ 48,985,084</u>	<u>\$ 24,181</u>
Revenues	\$ 25,717,390	\$ 114,725
Expenses	14,487,913	109,613
Operating Income	11,229,477	5,112
Non-Operating Income	302,347	124
Change in Net Assets	<u>\$ 11,531,824</u>	<u>\$ 5,236</u>

#### NOTE 9 – RISK MANAGEMENT

##### Property and Liability and Workers' Compensation

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2016, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for property and liability insurance coverage and workers' compensation coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

##### Workers' Compensation

For fiscal year 2015-16, the District participated in the Ventura County Schools Self-Funding Authority public entity risk pool for workers' compensation, with excess coverage provided by the SCRMA public entity risk pool. The District maintains a \$100,000 Self-Insured Retention (SIR) amount.

##### Employee Medical Benefits

The District has contracted with Gold Coast Benefits Trust to provide employee health and welfare benefits.



**NOTE 10 – COMMITMENTS AND CONTINGENCIES**

**A. State and Federal Allowances, Awards, and Grants**

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

**B. Litigation**

The District is involved in certain legal matters that arose out of the normal course of business. The District has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2016.

**C. Construction Commitments**

At June 30, 2016, the District had commitments with respect to unfinished capital projects of approximately \$29.7 million to be paid from bond proceeds and developer fees.

**NOTE 11 – PENSION PLANS**

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of California Public Employees' Retirement System (CalPERS).

**A. General Information about the Pension Plans**

**Plan Descriptions**

The District contributes to the California State Teachers' Retirement System (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. Benefit provisions under the Plan are established by State statute and District resolution. CalSTRS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, and membership information that can be found on the CalSTRS website.

The District also contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions under the Plan are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

**Benefits Provided**

CalSTRS provides retirement, disability, and death benefits. Retirement benefits are determined as 2 percent of final compensation for each year of credited service at age 60 for members under *CalSTRS 2% at 60*, or age 62 for members under *CalSTRS 2% at 62*, increasing to a maximum of 2.4 percent at age 63 for members under *CalSTRS 2% at 60*, or age 65 for members under *CalSTRS 2% at 62*. The normal retirement eligibility requirements are age 60 for members under *CalSTRS 2% at 60*, or age 62 for members under *CalSTRS 2% at 62*, with a minimum of five years of service credited under the Defined Benefit Program, which can include service purchased from teaching in an out-of-state or foreign public school.

**NOTE 11 – PENSION PLANS (continued)**

**A. General Information about the Pension Plans (continued)**

**Benefits Provided (continued)**

Employees are eligible for service-related disability benefits after five years of service, unless the member is disabled due to an unlawful act of bodily injury committed by another person while working in CalSTRS covered employment, in which case the minimum is one year. Disability benefits are equal to fifty percent of final compensation regardless of age and service credit. Designated recipients of CalSTRS retired members receive a \$6,163 lump-sum death payment. There is a 2 percent simple increase each September 1 following the first anniversary of the date on which the monthly benefit began to accrue. The annual 2 percent increase is applied to all continuing benefits other than Defined Benefit Supplement annuities. However, if the member retires with a Reduced Benefit Election, the increase does not begin to accrue until the member reaches age 60 and is not payable until the member receives the full benefit. This increase is also known as the improvement factor.

Pre-retirement death benefits range from a simple return of member contributions plus interest to a monthly allowance equal to half of what the member would have received at retirement paid to a spouse or domestic partner. To be eligible for any type of monthly pre-retirement death benefit, a spouse or domestic partner must have been either married to the member or legally registered before the occurrence of the injury or the onset of the illness that resulted in death, or for at least one year prior to death. Cost-of-living adjustments are provided by law and are based on the Consumer Price Index for all United States cities. Cost-of-living adjustments are paid the second calendar year of the member’s retirement on the May 1 check and then every year thereafter. The standard cost-of-living adjustment is a maximum of 2 percent per year.

**Contributions**

Active CalSTRS plan members under 2% at 60 were required to contribute 9.2% and plan members under 2% at 62 were required to contribute 8.56% of their salary in 2015-16. The required employer contribution rate for fiscal year 2015-16 was 10.73% of annual payroll. The contribution requirements of the plan members are established by State statute. Active CalPERS plan members are required to contribute 7.0% of their salary and the District is required to contribute an actuarially determined rate. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The required employer contribution for fiscal year 2015-16 was 11.847%. The contribution requirements of the plan members are established by State statute.

For the fiscal year ended June 30, 2016, the contributions recognized as part of pension expense for each Plan were as follows:

	CalSTRS	CalPERS
Employer contributions	\$ 8,240,451	\$ 3,600,770
Employer contributions paid by the State	4,461,369	-
Employee contributions paid by employer	-	-

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2016*

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**NOTE 11 – PENSION PLANS (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions**

As of June 30, 2016, the District reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

	<u>Proportionate Share of Net Pension Liability</u>
CalSTRS	\$ 100,986,000
CalPERS	<u>36,216,423</u>
Total Net Pension Liability	<u>\$ 137,202,423</u>

The District's net pension liability for each Plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2015, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2014 rolled forward to June 30, 2015 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The District's proportionate share of the net pension liability for each Plan as of June 30, 2014 and 2015 was as follows:

	<u>CalSTRS</u>	<u>CalPERS</u>
Proportion - June 30, 2014	0.1270%	0.2288%
Proportion - June 30, 2015	<u>0.1500%</u>	<u>0.2457%</u>
Change - Increase (Decrease)	<u>0.0230%</u>	<u>0.0169%</u>

For the year ended June 30, 2016, the District recognized pension expense of \$11,649,982. At June 30, 2016, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions subsequent to measurement date	\$ 11,841,221	\$ -
Differences between actual and expected experience	2,069,822	(1,687,500)
Changes in assumptions	-	(2,225,238)
Adjustment due to differences in proportions	20,468,779	-
Net differences between projected and actual earnings on plan investments	<u>5,948,162</u>	<u>(15,420,243)</u>
	<u>\$ 40,327,984</u>	<u>\$ (19,332,981)</u>

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
 June 30, 2016

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**NOTE 11 – PENSION PLANS (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)**

The total amount of \$11,841,221 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended	Amount
June 30,	
2017	\$ 557,790
2018	(451,857)
2019	2,587,333
2020	(241,071)
2021	(241,071)
Thereafter	-

**Actuarial Assumptions** – The total pension liabilities in the June 30, 2014 actuarial valuations were determined using the following actuarial assumptions:

	CalSTRS	CalPERS
Valuation Date	June 30, 2014	June 30, 2014
Measurement Date	June 30, 2015	June 30, 2015
Actuarial Cost Method	Entry age normal	Entry age normal
Actuarial Assumptions:		
Discount Rate	7.60%	7.65%
Inflation	3.00%	2.75%
Wage Growth	3.75%	Varies
Post-retirement Benefit Increase	2.00%	2.00%
Investment Rate of Return	7.60%	7.65%

CalSTRS uses custom mortality tables to best fit the patterns of mortality among its members. These custom tables are based on RP2000 series tables adjusted to fit CalSTRS experience. RP2000 series tables are an industry standard set of mortality rates published by the Society of Actuaries. See CalSTRS July 1, 2006 - June 30, 2010 Experience Analysis for more information. The underlying mortality assumptions and all other actuarial assumptions used in the CalPERS June 30, 2014 valuation were based on the results of an April 2014 actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can found on the CalPERS website.

**Discount Rate** – for CalSTRS

The discount rate used to measure the total pension liability was 7.60 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and employers will be made at statutory contribution rates in accordance with the rate increase per Assembly Bill 1469. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.60 percent) and assuming that contributions, benefit payments, and administrative expense occur midyear. Based on those assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members.

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
 June 30, 2016

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**NOTE 11 – PENSION PLANS (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)**

**Discount Rate** – for CalSTRS (continued)

Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

**Discount Rate** – for CalPERS

The discount rate used to measure the total pension liability for PERF B was 7.65 percent. A projection of expected benefit payments and contributions was performed to determine if the assets would run out. The test revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for PERF B. The results of the crossover testing for the Plan are presented in a detailed report that can be obtained on CalPERS' website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, both short-term and long-term market return expectations as well as the expected pension fund cash flows were taken into account. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The long-term expected real rates of return by asset class can be found in CalPERS' Comprehensive Annual Financial Report for the fiscal year ended June 30, 2015.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	Target Allocation		Long-Term Expected Rate of Return	
	CalSTRS	CalPERS	CalSTRS	CalPERS
Global Equity	47%	51%	4.50%	5.71%
Global Debt Securities	N/A	19%	N/A	2.43%
Inflation Sensitive	5%	6%	3.20%	3.36%
Private Equity	12%	10%	6.20%	6.95%
Real Estate	15%	10%	4.35%	5.13%
Infrastructure and Forestland	N/A	2%	N/A	5.09%
Fixed Income	20%	N/A	0.20%	N/A
Liquidity	1%	2%	0.00%	-1.05%
	<u>100%</u>	<u>100%</u>		

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
 June 30, 2016

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**NOTE 11 – PENSION PLANS (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)**

***Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate***

The following presents the District’s proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	CalSTRS	CalPERS
1% Decrease	6.60%	6.65%
Net Pension Liability	\$ 152,481,000	\$ 58,945,243
Current Discount Rate	7.60%	7.65%
Net Pension Liability	\$ 100,986,000	\$ 36,216,423
1% Increase	8.60%	8.65%
Net Pension Liability	\$ 58,189,500	\$ 17,315,887

***Pension Plan Fiduciary Net Position***

Detailed information about each pension plan’s fiduciary net position is available in the separately issued CalSTRS and CalPERS financial reports.

**C. Payable to the Pension Plans**

At June 30, 2016, the District reported a payable of \$69,711 and \$21,051 for the outstanding amount of contributions to the CalSTRS and CalPERS pension plans, respectively, required for the fiscal year ended June 30, 2016.

**NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS**

Oxnard School District administers a single-employer defined benefit other postemployment benefit (OPEB) plan that provides medical, dental and vision insurance benefits to eligible retirees. The District implemented Governmental Accounting Standards Board Statement #45, *Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pension Plans*, in 2008-09.

**Plan Descriptions and Contribution Information**

Membership in the plan consisted of the following:

Retirees and beneficiaries receiving benefits*	259
Active plan members*	1,237
Total	1,496

\* As of July 1, 2015, actuarial valuation

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
 June 30, 2016

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**NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS**

**Plan Descriptions and Contribution Information (continued)**

Following is a description of the retiree benefit plan that applies to those hired prior to January 1, 2012. Those hired on or after January 1, 2012, are not entitled to retiree health benefits.

	<u>OEA</u>	<u>CSEA</u>	<u>Management</u>	<u>OSSA</u>
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of benefits	To age 69	To age 65 <sup>1</sup>	To age 69	To age 65 <sup>1</sup>
Required service	8 years <sup>2</sup>	15 years <sup>3</sup>	8 years <sup>2</sup>	8 years <sup>2</sup>
Minimum age	55	55	55	55
Dependent coverage	No <sup>4</sup>	Yes	Yes	No <sup>4</sup>
District contribution %	100%	100%	100%	100%
District cap	None	Premium rate at retirement <sup>5</sup>	None	None

<sup>1</sup> To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA.

<sup>2</sup> This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools.

<sup>3</sup> For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools.

<sup>4</sup> Contract language allows "employee-only" premium. District currently pays a composite rate that includes dependents.

<sup>5</sup> Affects CSEA members who were employed on or after 8/1/05.

**Annual OPEB Cost and Net OPEB Obligation**

The District's annual OPEB cost is calculated based on the Annual Required Contribution (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the District's net OPEB obligation:

Annual required contribution	\$ 8,169,923
Interest on net OPEB obligation	854,891
Adjustment to annual required contribution	<u>(939,487)</u>
Annual OPEB cost	8,085,327
Contributions made	<u>(4,290,888)</u>
Increase in net OPEB obligation	3,794,439
Net OPEB obligation – July 1, 2015	<u>18,997,578</u>
Net OPEB obligation – June 30, 2016	<u>\$ 22,792,017</u>

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2015-16 and the preceding two years are as follows:

<u>Year Ended</u> <u>June 30,</u>	<u>Annual</u> <u>OPEB Cost</u>	<u>Percentage</u> <u>Contributed</u>	<u>Net</u> <u>OPEB</u> <u>Obligation</u>
2014	\$ 6,478,963	58.4%	\$ 14,551,991
2015	\$ 8,105,124	45.1%	\$ 18,997,578
2016	\$ 8,085,327	53.1%	\$ 22,792,017

**NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)**

**Funded Status and Funding Progress – OPEB Plans**

As of July 1, 2015, the District had plan assets of \$8,003,779. The actuarial accrued liability (AAL) for benefits was \$78.3 million and the unfunded actuarial accrued liability (UAAL) was \$70.3 million.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Actuarially determined amounts are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedules of funding progress present multiyear trend information about whether the actuarial values of plan assets are increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

**Actuarial Methods and Assumptions**

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designated to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the July 1, 2015, actuarial valuation, entry age normal method was used. The actuarial assumptions included a 4.5 percent investment rate of return (net of administrative expenses), based on the plan being funded in an irrevocable employee benefit trust invested in a combined equity and fixed income portfolio. Healthcare cost trend rates were assumed to be four percent. The UAAL is being amortized at a level percent method. The remaining amortization period at June 30, 2016, was 25 years.

**NOTE 13 – SUBSEQUENT EVENT**

**2016 General Obligation Refunding Bonds**

On September 27, 2016, the District issued \$16,360,000 of General Obligation Refunding Bonds. The bonds bear fixed interest rates ranging between 1.25% and 4.0% with annual maturities from August 1, 2017 through August 1, 2026. The net proceeds were used to advance refund a portion of the District's outstanding General Obligation Bonds Series 2006B.

**New Bond Measure**

On November 8, 2016, Bond Measure "D" was approved by voters, authorizing the District to issue up to \$142.5 million of general obligation bonds.



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***Required Supplementary Information***

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**OXNARD SCHOOL DISTRICT***Budgetary Comparison Schedule – General Fund  
For the Fiscal Year Ended June 30, 2016*

	<b>Budgeted Amounts</b>		<b>Actual* (Budgetary Basis)</b>	<b>Variance with Final Budget - Pos (Neg)</b>
	<b>Original</b>	<b>Final</b>		
<b>Revenues</b>				
LCFF Sources	\$ 148,879,400	\$ 148,401,301	\$ 148,788,199	\$ 386,898
Federal Sources	13,685,506	18,398,439	11,498,212	(6,900,227)
Other State Sources	10,578,603	19,170,839	23,229,681	4,058,842
Other Local Sources	8,424,060	8,889,696	10,097,486	1,207,790
<b>Total Revenues</b>	<b>181,567,569</b>	<b>194,860,275</b>	<b>193,613,578</b>	<b>(1,246,697)</b>
<b>Expenditures</b>				
Current:				
Certificated Salaries	79,306,159	82,377,941	81,189,045	1,188,896
Classified Salaries	28,124,044	27,395,561	27,312,990	82,571
Employee Benefits	35,706,510	35,762,403	39,666,974	(3,904,571)
Books and Supplies	13,872,177	23,507,711	9,441,258	14,066,453
Services and Other Operating Expenditures	19,553,208	23,233,276	19,925,141	3,308,135
Transfers of Indirect Costs	(550,923)	(554,018)	(550,740)	(3,278)
Capital Outlay	85,000	5,630,947	918,137	4,712,810
Other Outgo	2,494,000	2,782,700	2,567,864	214,836
Debt Service	356,350	356,350	356,349	1
<b>Total Expenditures</b>	<b>178,946,525</b>	<b>200,492,871</b>	<b>180,827,018</b>	<b>19,665,853</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,621,044	(5,632,596)	12,786,560	18,419,156
<b>Other Financing Sources and Uses</b>				
Interfund Transfers Out	(1,625,993)	(1,422,142)	(585,992)	836,150
Proceeds From Long-Term Debt	-	-	8,000,000	8,000,000
All other financing uses	-	-	(80,000)	(80,000)
<b>Total Other Financing Sources and Uses</b>	<b>(1,625,993)</b>	<b>(1,422,142)</b>	<b>7,334,008</b>	<b>8,756,150</b>
Excess (Deficiency) of Revenues and Other Expenditures and Other Financing Uses	995,051	(7,054,738)	20,120,568	27,175,306
Fund Balances, July 1, 2015	14,141,044	18,190,632	18,190,631	(1)
Fund Balances, June 30, 2016	\$ 15,136,095	\$ 11,135,894	\$ 38,311,199	\$ 27,175,305

\* The actual amounts reported in this schedule are for the General Fund only, and do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances because the amounts on that schedule include the financial activity of the Special Reserve Fund for Other Than Capital Outlay Projects, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

**OXNARD SCHOOL DISTRICT***Budgetary Comparison Schedule – Cafeteria Fund  
For the Fiscal Year Ended June 30, 2016*

	Budgeted Amounts		Actual (Budgetary Basis)	Variance with Final Budget - Pos (Neg)
	Original	Final		
<b>Revenues</b>				
Federal Sources	\$ 7,789,764	\$ 8,313,205	\$ 8,965,759	\$ 652,554
Other State Sources	553,591	591,819	591,800	(19)
Other Local Sources	510,400	584,520	852,228	267,708
Total Revenues	8,853,755	9,489,544	10,409,787	920,243
<b>Expenditures</b>				
Current:				
Classified Salaries	3,671,402	3,924,476	3,751,619	172,857
Employee Benefits	1,178,740	1,226,081	1,154,704	71,377
Books and Supplies	4,854,497	5,111,467	5,425,422	(313,955)
Services and Other Operating Expenditures	174,893	183,753	112,616	71,137
Transfers of Indirect Costs	495,216	498,311	500,030	(1,719)
Capital Outlay	-	17,100	17,079	21
Total Expenditures	10,374,748	10,961,188	10,961,470	(282)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,520,993)	(1,471,644)	(551,683)	919,961
<b>Other Financing Sources and Uses</b>				
Interfund Transfers In	1,520,993	1,422,142	552,153	(869,989)
Total Other Financing Sources and Uses	1,520,993	1,422,142	552,153	(869,989)
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	-	(49,502)	470	49,972
Fund Balances, July 1, 2015	-	49,502	49,502	-
Fund Balances, June 30, 2016	\$ -	\$ -	\$ 49,972	\$ 49,972

**OXNARD SCHOOL DISTRICT**  
*Schedule of Funding Progress*  
*For the Fiscal Year Ended June 30, 2016*

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Actuarial Valuation Date	Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
June 25, 2011	\$6,247,011	\$41,431,056	\$35,184,045	15.1%	N/A	N/A
August 1, 2013	\$7,689,734	\$64,082,923	\$56,393,189	12.0%	N/A	N/A
July 1, 2015	\$7,312,052	\$78,320,326	\$71,008,274	9.3%	N/A	N/A

**OXNARD SCHOOL DISTRICT***Schedule of Proportionate Share of the Net Pension Liability  
For the Fiscal Year Ended June 30, 2016*

	Last Ten Fiscal Years*	
	<u>2015</u>	<u>2014</u>
District's proportion of the net pension liability (asset):		
CalSTRS	0.1500%	0.1270%
CalPERS	0.2457%	0.2290%
District's proportionate share of the net pension liability (asset):		
CalSTRS	\$ 100,986,000	\$ 74,214,990
CalPERS	\$ 36,216,423	\$ 25,974,371
District's covered-employee payroll:		
CalSTRS	\$ 70,452,489	\$ 63,059,794
CalPERS	\$ 27,191,989	\$ 23,660,479
District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll:		
CalSTRS	143.3%	117.7%
CalPERS	133.2%	109.8%
Plan fiduciary net position as a percentage of the total pension liability:		
CalSTRS	74.0%	76.5%
CalPERS	79.4%	83.4%

\* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.

**OXNARD SCHOOL DISTRICT**  
*Schedule of Contributions*  
*For the Fiscal Year Ended June 30, 2016*

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Last Ten Fiscal Years\*

	<u>2015</u>	<u>2014</u>
Actuarially determined contribution:		
CalSTRS	\$ 6,256,181	\$ 5,202,433
CalPERS	\$ 3,200,769	\$ 2,702,232
Contributions in relation to the actuarially determined contribution:		
CalSTRS	\$ 6,256,181	\$ 5,202,433
CalPERS	\$ 3,200,769	\$ 2,702,232
Contribution deficiency (excess):		
CalSTRS	\$ -	\$ -
CalPERS	\$ -	\$ -
District's covered-employee payroll:		
CalSTRS	\$ 70,452,489	\$ 63,059,794
CalPERS	\$ 27,191,989	\$ 23,660,479
Contributions as a percentage of covered-employee payroll:		
CalSTRS	8.88%	8.25%
CalPERS	11.771%	11.442%

\* This schedule is required to show information for ten years; however, until a full ten year trend is compiled, information is presented for those years for which information is available.



## **OXNARD SCHOOL DISTRICT**

### *Notes to Required Supplementary Information For the Fiscal Year Ended June 30, 2016*

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#### **NOTE 1 – PURPOSE OF SCHEDULES**

##### **Budgetary Comparison Schedule**

This schedule is required by GASB Statement No. 34 as required supplementary information (RSI) for the General Fund and for each major special revenue fund that has a legally adopted annual budget. The budgetary comparison schedule presents both (a) the original and (b) the final appropriated budgets for the reporting period as well as (c) actual inflows, outflows, and balances, stated on the District's budgetary basis. A separate column to report the variance between the final budget and actual amounts is also presented, although not required.

##### **Schedule of Funding Progress**

This schedule is required by GASB Statement No. 45 for all sole and agent employers that provide other postemployment benefits (OPEB). The schedule presents, for the most recent actuarial valuation and the two preceding valuations, information about the funding progress of the plan, including, for each valuation, the actuarial valuation date, the actuarial value of assets, the actuarial accrued liability, the total unfunded actuarial liability (or funding excess), the actuarial value of assets as a percentage of the actuarial accrued liability (funded ratio), the annual covered payroll, and the ratio of the total unfunded actuarial liability (or funding excess) to annual covered payroll.

##### **Schedule of Proportionate Share of the Net Pension Liability**

This schedule is required by GASB Statement No. 68 and is required for all employers in a cost-sharing pension plan. The schedule reports the following information:

- The proportion (percentage) of the collective net pension liability (similar to the note disclosure)
- The proportionate share (amount) of the collective net pension liability
- The employer's covered-employee payroll
- The proportionate share (amount) of the collective net pension liability as a percentage of the employer's covered-employee payroll
- The pension plan's fiduciary net position as a percentage of the total pension liability

##### **Schedule of Contributions**

This schedule is required by GASB Statement No. 68 and is required for all employers in a cost-sharing pension plan. The schedule reports the following information:

- If an employer's contributions to the plan are actuarially determined or based on statutory or contractual requirements: the employer's actuarially determined contribution to the pension plan (or, if applicable, its statutorily or contractually required contribution), the employer's actual contributions, the difference between the actual and actuarially determined contributions (or statutorily or contractually required), and a ratio of the actual contributions divided by covered-employee payroll.

#### **NOTE 2 – SUMMARY OF CHANGES OF BENEFITS OR ASSUMPTIONS**

##### **Benefit Changes**

There were no changes to benefit terms that applied to all members of the Schools Pool.

##### **Changes of Assumptions**

The discount rate was changed from 7.5 percent (net of administrative expense) to 7.65 percent to correct for an adjustment to exclude administrative expense.

**OXNARD SCHOOL DISTRICT**

*Notes to Required Supplementary Information  
For the Fiscal Year Ended June 30, 2016*

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**NOTE 3 - EXCESS OF EXPENDITURES OVER APPROPRIATIONS**

At June 30, 2016, the District incurred the following excess of expenditures over appropriations in individual major funds presented in the Budgetary Comparison Schedule:

General Fund:	
Employee Benefits	\$ 3,904,571
Transfers of Indirect Costs	3,278
Cafeteria Fund:	
Books and Supplies	313,955
Transfers of Indirect Costs	1,719

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***Supplementary Information***

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## **OXNARD SCHOOL DISTRICT**

### *Local Educational Agency Organization Structure*

*June 30, 2016*

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The Oxnard School District was established in 1873, and consists of an area comprising approximately 28 square miles in the southern portion of Ventura County encompassing a portion of the City of Oxnard. The District operates twelve elementary schools (K-5), three intermediate schools (6-8), five K-8 schools, and one preschool. There were no boundary changes during the year.

#### **GOVERNING BOARD**

<b>Member</b>	<b>Office</b>	<b>Term Expires</b>
Mrs. Veronica Robles-Solis	President	November, 2018
Mrs. Debra Cordes	Clerk	November, 2018
Mr. Albert "Al" Duff, Sr.	Member	November, 2016
Mr. Ernest "Mo" Morrison	Member	November, 2018
Mr. Denis O'Leary	Member	November, 2016

#### **DISTRICT ADMINISTRATORS**

Dr. Cesar Morales,  
*Superintendent*

Ms. Lisa Cline,  
*Deputy Superintendent, Business and Fiscal Services*

Ms. Robin Freeman,  
*Assistant Superintendent, Educational Services*

Dr. Jesus Vaca,  
*Assistant Superintendent, Human Resources and Support Services*

**OXNARD SCHOOL DISTRICT**  
*Schedule of Average Daily Attendance*  
*For the Fiscal Year Ended June 30, 2016*

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	<b>Second Period Report</b>	<b>Annual Report</b>
	Certificate No. (A22B5476)	Certificate No. (EF581E12)
<b>Regular ADA:</b>		
Transitional Kindergarten through Third	7,529.57	7,539.90
Fourth through Sixth	5,534.09	5,529.03
Seventh through Eighth	3,283.79	3,280.30
Total Regular ADA	<u>16,347.45</u>	<u>16,349.23</u>
<b>Special Education - Nonpublic, Nonsectarian Schools:</b>		
Transitional Kindergarten through Third	4.92	5.32
Fourth through Sixth	1.84	2.00
Seventh through Eighth	5.06	5.12
Total Special Education, Nonpublic, Nonsectarian Schools	<u>11.82</u>	<u>12.44</u>
Total ADA	<u><u>16,359.27</u></u>	<u><u>16,361.67</u></u>

**OXNARD SCHOOL DISTRICT**  
*Schedule of Instructional Time*  
*For the Fiscal Year Ended June 30, 2016*

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<u>Grade Level</u>	<u>Required</u>	<u>2015-16 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
Kindergarten	36,000	47,412	180	Complied
Grade 1	50,400	53,910	180	Complied
Grade 2	50,400	53,910	180	Complied
Grade 3	50,400	53,910	180	Complied
Grade 4	54,000	54,783	180	Complied
Grade 5	54,000	54,783	180	Complied
Grade 6	54,000	61,081	180	Complied
Grade 7	54,000	61,081	180	Complied
Grade 8	54,000	61,081	180	Complied



**OXNARD SCHOOL DISTRICT**  
*Schedule of Financial Trends and Analysis*  
*For the Fiscal Year Ended June 30, 2016*

General Fund	(Budget) 2017 <sup>2</sup>	2016 <sup>3</sup>	2015	2014
Revenues and other financing sources	\$ 194,478,418	\$ 201,613,578	\$ 165,166,567	\$ 142,667,347
Expenditures	192,709,688	180,827,018	167,173,652	139,281,339
Other uses and transfers out	1,407,124	665,992	574,168	166,248
Total outgo	194,116,812	181,493,010	167,747,820	139,447,587
Change in fund balance (deficit)	361,606	20,120,568	(2,581,253)	3,219,760
Ending fund balance	\$ 38,672,805	\$ 38,311,199	\$ 18,190,631	\$ 20,771,884
Available reserves <sup>1</sup>	\$ 20,012,943	\$ 18,060,044	\$ 8,207,074	\$ 4,962,798
Available reserves as a percentage of total outgo	10.3%	10.0%	4.9%	3.6%
Total long-term debt <sup>4</sup>	\$ 364,793,503	\$ 372,985,745	\$ 298,662,367	\$ 307,165,899
Average daily attendance at P-2	16,363	16,359	16,400	16,328

The General Fund balance has increased by \$18,352,573 over the past two years. The fiscal year 2016-17 adopted budget projects an increase of \$361,606. For a district of this size, the state recommends available reserves of at least 3% of total general fund expenditures, transfers out, and other uses (total outgo).

The District has incurred an operating deficit in only one of the past three years, and anticipates incurring an operating surplus during the 2016-17 fiscal year. Long-term debt has increased by \$65,819,846 over the past two years.

Average daily attendance has increased by 31 over the past two years. ADA is anticipated to increase by four during fiscal year 2016-17.

<sup>1</sup> Available reserves consist of all unassigned fund balances in the General Fund.

<sup>2</sup> Revised Final Budget September, 2016.

<sup>3</sup> The actual amounts reported in this schedule are for the General Fund only, and do not agree with the amounts reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances because the amounts on that schedule include the financial activity of the Special Reserve Fund for Other Than Capital Outlay Projects, in accordance with the fund type definitions promulgated by GASB Statement No. 54.

**OXNARD SCHOOL DISTRICT**

*Reconciliation of Annual Financial and Budget Report with Audited Financial Statements  
For the Fiscal Year Ended June 30, 2016*

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	<u>General Fund</u>
June 30, 2016, annual financial and budget report fund balance	\$ 39,059,441
Adjustments and reclassifications:	
Increase (decrease) in total fund balance:	
Accounts payable understated	<u>(748,242)</u>
June 30, 2016, audited financial statement fund balance	38,311,199
Fund balance of Special Reserve Fund for Other Than Capital Outlay Projects reported within the General Fund	<u>123,066</u>
June 30, 2016, reported General Fund balance	<u><u>\$ 38,434,265</u></u>

**OXNARD SCHOOL DISTRICT**  
*Schedule of Expenditures of Federal Awards*  
*For the Fiscal Year Ended June 30, 2016*

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Cluster Expenditures	Federal Expenditures
Federal Programs:				
U.S.Department of Agriculture:				
Passed through California Dept. of Education (CDE):				
School Breakfast Program - Especially Needy	10.553	13526	\$ 1,242,665	
National School Lunch Program	10.555	13523	6,518,356	
USDA Donated Foods	10.555	N/A	<u>674,872</u>	
Total Child Nutrition Cluster				\$ 8,435,893
Fresh Fruit and Vegetable Program	10.582	14968		<u>529,865</u>
Total U.S.Department of Agriculture				<u>8,965,758</u>
U.S.Department of Education:				
Elementary and Secondary School Counseling Program	84.215E	N/A		21,690
Magnet Schools Assistance Program	84.165A	N/A		2,190,617
Passed through California Dept. of Education (CDE):				
No Child Left Behind (NCLB):				
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329		4,186,849
Title II, Part A, Teacher Quality Local	84.367	14341		800,162
Title III, Immigrant Education Program	84.365	15146	30,211	
Title III, Limited English Proficiency	84.365	14346	<u>866,860</u>	
Total English Language Acquisition Grants Cluster				897,071
Individuals with Disabilities Education Act (IDEA):				
Local Assistance Entitlement	84.027	13379	2,724,374	
IDEA Preschool Grants, Part B, Section 619	84.173	13430	123,399	
IDEA Preschool Local Entitlement, Part B, Section 611	84.027A	13682	<u>264,035</u>	
Total Special Education (IDEA) Cluster				<u>3,111,808</u>
Total U.S.Department of Education				<u>11,208,197</u>
U.S.Department of Health & Human Services:				
Passed through California Dept. of Education:				
Medi-Cal Billing Option	93.778	10013	258,723	
Medi-Cal Administrative Activities (MAA)	N/A	10060	<u>491,401</u>	
Total Medicaid Cluster				<u>750,124</u>
Total U.S. Department of Health & Human Services				<u>750,124</u>
Total Expenditures of Federal Awards				<u>\$ 20,924,079</u>

Of the Federal expenditures presented in the schedule, the District provided no Federal awards to subrecipients.

## **OXNARD SCHOOL DISTRICT**

*Note to Supplementary Information*

*June 30, 2016*

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### **NOTE 1 – PURPOSE OF SCHEDULES**

#### **Schedule of Average Daily Attendance (ADA)**

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

#### **Schedule of Instructional Time**

The District has participated in the Incentives for Longer Instructional Day and Longer Instructional Year. The District has not met its target funding. This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of Education Code Sections 46200 through 46206.

Districts must maintain their instructional minutes at the 1986-87 requirement, as required by Education Code section 46201.

#### **Schedule of Financial Trends and Analysis**

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

#### **Reconciliation of Annual Financial and Budget Report with Audited Financial Statements**

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual financial report to the audited financial statements.

#### **Schedule of Expenditures of Federal Awards**

The schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

The District did not elect to use the ten percent de minimis indirect cost rate.

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***Other Independent Auditors' Reports***

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Trustees  
Oxnard School District  
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Oxnard School District as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise Oxnard School District's basic financial statements, and have issued our report thereon dated November 3, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

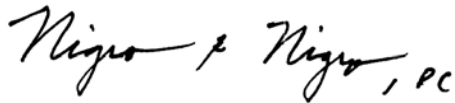


**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Handwritten signature in black ink that reads "Nigro & Nigro, PC". The signature is written in a cursive, flowing style.

Murrieta, California  
November 3, 2016



## INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Trustees  
Oxnard School District  
Oxnard, California

### **Report on State Compliance**

We have audited Oxnard School District's compliance with the types of compliance requirements described in the *2015-16 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* that could have a direct and material effect on each of the Oxnard School District's state government programs as noted on the following page for the fiscal year ended June 30, 2016.

### ***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its State programs.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Oxnard School District's State programs based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *2015-16 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to below occurred. An audit includes examining, on a test basis, evidence about Oxnard School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

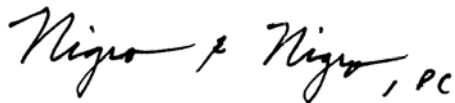
We believe that our audit provides a reasonable basis for our opinion on compliance for each State program. However, our audit does not provide a legal determination of Oxnard School District's compliance.

In connection with the audit referred to on the prior page, we selected and tested transactions and records to determine the District's compliance with the State laws and regulations applicable to the following items:

Description	Procedures Performed
Attendance	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Yes
Instructional Materials	Yes
Ratio of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	Not Applicable
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Yes
Transportation Maintenance of Effort	Yes
Educator Effectiveness	Yes
California Clean Energy Jobs Act	Yes
After School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study - Course Based	Not Applicable
Immunizations	Yes
Charter Schools:	
Attendance	Not Applicable
Mode of Instruction	Not Applicable
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom Based	Not Applicable
Charter School Facility Grant Program	Not Applicable

***Unmodified Opinion on Compliance with State Programs***

In our opinion, Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above for the year ended June 30, 2016.



Murrieta, California  
November 3, 2016



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR  
EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees  
Oxnard School District  
Oxnard, California

**Report on Compliance for Each Major Federal Program**

We have audited Oxnard School District's compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of Oxnard School District's major federal programs for the year ended June 30, 2016. Oxnard School District's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Oxnard School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Oxnard School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Oxnard School District's compliance.

***Opinion on Each Major Federal Program***

In our opinion, Oxnard School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

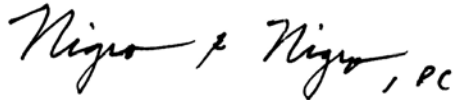
### **Report on Internal Control Over Compliance**

Management of Oxnard School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Oxnard School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Murrieta, California  
November 3, 2016

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***Findings and Questioned Costs***

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**OXNARD SCHOOL DISTRICT**

*Schedule of Audit Findings and Questioned Costs  
For the Fiscal Year Ended June 30, 2016*

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**SECTION I - SUMMARY OF AUDITORS' RESULTS**

***Financial Statements***

Type of auditors' report issued	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None noted</u>
Noncompliance material to financial statements noted?	<u>No</u>

***Federal Awards***

Internal control over major programs:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None noted</u>
Type of auditors' report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance Sec. 200.516	<u>No</u>
Identification of major programs:	
<u>CFDA Numbers</u> <u>Name of Federal Program or Cluster</u>	
<u>84.010</u> <u>Title I, Part A, Basic Grants Low-Income and Neglected</u>	
<u>84.367</u> <u>Title II, Part A, Teacher Quality Local</u>	

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

***State Awards***

Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>
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**OXNARD SCHOOL DISTRICT**

*Schedule of Audit Findings and Questioned Costs  
For the Fiscal Year Ended June 30, 2016*

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**SECTION II - FINANCIAL STATEMENT FINDINGS**

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

<u>Five Digit Code</u>	<u>AB 3627 Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

***There were no financial statement findings in 2015-16.***

**OXNARD SCHOOL DISTRICT**

*Schedule of Audit Findings and Questioned Costs  
For the Fiscal Year Ended June 30, 2016*

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**SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

This section identifies the audit findings required to be reported by the Uniform Guidance, Section 200.516 (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

*There were no federal award findings or questioned costs in 2015-16.*

**OXNARD SCHOOL DISTRICT**

*Schedule of Audit Findings and Questioned Costs  
For the Fiscal Year Ended June 30, 2016*

---

**SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS**

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

*There were no state award findings or questioned costs in 2015-16.*

**OXNARD SCHOOL DISTRICT**

*Summary Schedule of Prior Audit Findings*

*For the Fiscal Year Ended June 30, 2016*

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<b>Original Finding No.</b>	<b>Finding</b>	<b>Code</b>	<b>Recommendation</b>	<b>Current Status</b>
<i>Finding 2015-1: School Accountability Report Card</i>	<p>In accordance with Education Code §33126, the school is to provide an accountability report card to include safety, cleanliness, and adequacy of school facilities, to include any needed maintenance to ensure good repair. The condition reported should be supported by the school's Facilities Inspection Tool (FIT), School Facilities Condition Evaluation as required by Ed Code §17002. In addition, according to Education Code §35256, the governing board must publish the School Accountability Report Card (SARC) for each school by February 1st of each year.</p> <p>It was noted that the School Facility Repair Status on the SARC for Harrington Elementary School did not match the FIT form.</p>	72000	We recommend that an employee verify the information presented in the SARC. In addition, the SARCs should be published on an annual basis by February 1st.	Implemented.

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To the Board of Education  
Oxnard School District  
Oxnard, California

In planning and performing our audit of the basic financial statements of Oxnard School District for the fiscal year ending June 30, 2016, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated November 3, 2016, on the financial statements of Oxnard School District.

#### **DISTRICT OFFICE**

**Observation:** During our review of cash disbursements, we noted eight instances in which the purchases of goods or services were not pre-approved.

**Recommendation:** As a best practice, we recommend that all expenses be approved prior to the ordering of any goods or services to ensure their necessity by the appropriate levels of management. It is important that the preapproval take place before the District is obligated to pay to ensure all funds are expended for allowable purposes and fall within budgetary guidelines.

**Observation:** During our cash receipts testing, we noted three deposits that were not deposited in a timely manner. Collected checks were dated up to a month prior to being deposited to the bank.

**Recommendation:** We recommend that the District emphasize to the sites that deposits should be made to the District on a weekly basis or more often as needed. Money should never be left over the weekend or holidays because many thefts often occur during these times.

We will review the status of the current year comments during our next audit engagement.

Murrieta, California  
November 3, 2016

## BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 1/18/17

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-I: 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 \_\_\_\_\_ X

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Resolution #16-20 – Resolution of the Board of Trustees of Oxnard School District Canvassing and Certifying Election Results and Certifying to the Board of Supervisors of Ventura County All Proceedings in the November 8, 2016 General Obligation Bond Election (Cline)**

---

Ed Code Section 15274 requires that, upon passage of a bond with more than fifty-five percent of the votes cast at the Bond Election and receipt of the “Certificate of the County Clerk”, an entry be made in the Board meeting minutes to that effect and a copy of the “Certificate of the County Clerk” be forwarded to the County Board of Supervisors via the County Superintendent of Schools.

In order to comply with that statute, Resolution #16-20 is presented for the Board’s consideration.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #16-20 as presented herewith.

**ADDITIONAL MATERIAL**

Attached: Resolution #16-20 (4 pages)

**RESOLUTION NO. 16-20**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT CANVASSING AND CERTIFYING ELECTION RESULTS AND CERTIFYING TO THE BOARD OF SUPERVISORS OF VENTURA COUNTY ALL PROCEEDINGS IN THE NOVEMBER 8, 2016 GENERAL OBLIGATION BOND ELECTION**

**WHEREAS**, the Board of Trustees of the Oxnard School District of Ventura County, State of California, previously adopted its Resolution (the "Resolution") ordering an election for general obligation bonds (the "Bond Election") to be held on November 8, 2016; and

**WHEREAS**, the Resolution was duly delivered to the Registrar of Voters of Ventura County; and

**WHEREAS**, the Resolution was duly delivered to the Clerk of the Board of Supervisors of Ventura County; and

**WHEREAS**, notice of the Bond Election was duly given; and

**WHEREAS**, on November 8, 2016, the Bond Election was duly held and conducted for the purpose of voting on the proposition of authorizing the issuance of bonds of the Oxnard School District in an aggregate principal amount not to exceed \$142,500,000 (the "Bond Measure"); and

**WHEREAS**, the Board of Trustees of the Oxnard School District has received the Canvass and Statement of results of the election from Ventura County, which is attached hereto as **Exhibit A** and is incorporated herein by reference (the "Certificate of Election Results"); and

**WHEREAS**, according to the Certificate of Election Results more than **fifty-five percent** of the votes cast on the proposition were in favor of issuing the aforementioned bonds.

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

**Section 1.** That entry be made upon the minutes of this meeting that the Bond Measure has been approved by more than **fifty-five percent** of the votes cast at the Bond Election.

**Section 2.** That it is hereby certified to the Board of Supervisors of Ventura County that all proceedings of the Oxnard School District in connection with the November 8, 2016 Bond Election have been accomplished according to law.

**Section 3.** That the Clerk of the Board is hereby requested to deliver a copy of this Resolution to the County Superintendent of Schools with a request that, pursuant to Education Code Section **15274**, the County Superintendent deliver a copy of the Resolution and the attached Certificate of Election Results to the Clerk of the Board Supervisors of Ventura County.



PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of January, 2017 by the following  
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

President of the Board of Trustees  
Oxnard School District

ATTEST:

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Clerk of the Board of Trustees  
Oxnard School District

STATE OF CALIFORNIA            )  
  ) ss.  
VENTURA COUNTY                )

I, \_\_\_\_\_, the undersigned, do hereby certify that the foregoing Resolution No. 16-20, was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof held on the 18<sup>th</sup> day of January, 2017.

By: \_\_\_\_\_  
          Clerk of the Board of Trustees  
          Oxnard School District

Date: \_\_\_\_\_

Exhibit A  
to OSD Resolution #16-20

CERTIFICATE OF THE COUNTY CLERK  
(Elections Code Sections 15372 (a) and 10264)

**Oxnard School District  
Bond Election  
Measure "D"**

**November 8, 2016**

State of California }  
County of Ventura } SS.

I, **MARK A. LUNN**, Clerk Recorder/Registrar of Voters of the County of Ventura, State of California, do hereby certify that the following is a true and correct Canvass of the Ballots Cast for and against Measure "D" for the Oxnard School District Bond Election consolidated with the Presidential General Election held on November 8, 2016.

I certify that the total ballots cast at the Oxnard School District Bond Election are as follows:

<u>PRECINCT BALLOTS CAST</u>	<u>VOTE BY MAIL BALLOTS CAST</u>	<u>TOTAL BALLOTS CAST</u>
15,349	23,375	38,724

I further certify that the total votes cast on Measure "D" are as follows:

<u>MEASURE "D"</u>	<u>PRECINCT VOTE</u>	<u>VOTE BY MAIL VOTE</u>	<u>TOTAL VOTE</u>
YES	10,016	14,402	24,418
NO	3,579	6,915	10,494

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
this 2nd day of December, 2016.



**MARK A. LUNN**, CERA, REO  
Clerk Recorder/Registrar of Voters  
County of Ventura

# BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 01/18/17

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 \_\_\_\_\_ X

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

## MEASURE R GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT AUDIT REPORT, JUNE 30, 2016 (Cline/Penanhoat)

In November 2012, a general obligation bond proposition (Measure R) of the Oxnard School District was approved by the voters. Pursuant to the requirements of Proposition 39, the Board of Trustees of the District has established a Citizens' Bond Oversight Committee whose principal purpose is to review the bond expenditures and ensure their use for the purposes set forth in the ballot measure, as well as to inform the public as to such expenditures.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds have been expended only for the authorized Bond projects.

The Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2016, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

### FISCAL IMPACT

None.

### RECOMMENDATION

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2016.

### ADDITIONAL MATERIAL

Attached: Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2016 (20 pages)

**MEASURE "R" GENERAL  
OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

**AUDIT REPORT**

**For the Fiscal Year Ended  
June 30, 2016**



**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*For the Fiscal Year Ended June 30, 2016*

*Table of Contents*

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**FINANCIAL SECTION**

**Page**

Introduction and Citizens' Oversight Committee Member Listing..... 1  
Independent Auditors' Report..... 2  
Financial Statements:  
    Balance Sheet ..... 4  
    Statement of Revenues, Expenditures, and Changes in Fund Balance..... 5  
Notes to Financial Statements ..... 6

**OTHER INDEPENDENT AUDITORS' REPORTS**

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance  
and Other Matters Based on an Audit of Financial Statements Performed in Accordance with  
Government Auditing Standards ..... 10  
Independent Auditors' Report on Performance ..... 12

**FINDINGS AND RESPONSES**

Schedule of Audit Findings and Responses.....14  
Summary Schedule of Prior Audit Findings.....15

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***Financial Section***

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**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Introduction and Citizens' Oversight Committee Member Listing  
June 30, 2016*

---

Oxnard School District consists of three middle schools, 16 elementary schools, and one K-8 school supported by a District Office and an operations center. The District serves approximately 16,500 students.

On November 6, 2012, the voters of the Oxnard School District approved by more than 55% Measure "R", authorizing the issuance and sale of \$90,000,000 of general obligation bonds. On December 27, 2012, the District issued Series A of the Election of 2012 General Obligation Bonds in the amount of \$18,390,000. The bonds were issued to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities, and to pay costs of issuance of the bonds. On May 30, 2013, the District issued Series B of the Election of 2012 General Obligation Bonds in the amount of \$25,500,000. On November 5, 2014, the District issued Series C of the Election of 2012 General Obligation bonds in the amount of \$15,750,000. The bonds were issued to finance the construction and modernization of school facilities and to pay costs of issuance of the bonds. On August 3, 2015, the District issued Series D of the Election 2012 General Obligation Bonds in the amount of \$30,360,000. The bonds were issued to finance the construction and modernization of school facilities and to pay costs of issuance of the bonds.

The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Upon passage of Proposition 39, an accompanying piece of legislation, AB1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond Proposition pursuant to the 55% majority authorized in Proposition 39 including formation, composition and purpose of the Citizens' Bond Oversight Committee, and authorization for injunctive relief against the improper expenditure of bond revenues.

The Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2016:

<u>Name</u>	<u>Title</u>	<u>Representation</u>
Crittenden Ward	Chair	At-Large Community Member
Karen Hill Scott	Vice Chair	At-Large Community Member
Nancy Lindholm	Member	Business Representative
Charles McLaughlin	Member	Taxpayer Organization Member
Teresa Torres	Member	Parent/Guardian of Child in District
Jessica Vargas	Member	Parent/Guardian of Child in District and Active in Parent Teacher Organization
Jeannette Padilla	Member	Senior Citizen's Organization



## INDEPENDENT AUDITORS' REPORT

The Board of Trustees and the  
Citizens' Bond Oversight Committee  
Oxnard School District  
Oxnard, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the Measure "R" General Obligation Bond Building Fund of Oxnard School District, as of and for the fiscal year ended June 30, 2016, and the related notes to the financial statements, as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

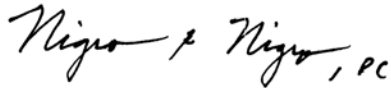
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "R" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2016, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

**Emphasis of Matter**

As discussed in Note 1, the financial statements present only the Measure "R" General Obligation Bond Building Fund and do not purport to, and do not, present fairly the financial position of the Oxnard School District, as of June 30, 2016, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2016, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Murrieta, California  
December 20, 2016

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Balance Sheet*

*June 30, 2016*

---

	<u>Measure "R"</u> <u>Building Fund</u>
<b>ASSETS</b>	
Cash	\$ 46,551,360
Accounts receivable	<u>118,620</u>
Total Assets	<u><u>\$ 46,669,980</u></u>
<b>LIABILITIES AND FUND BALANCE</b>	
Liabilities	
Accounts payable	\$ 1,172,239
Fund Balance	
Restricted for capital projects	<u>45,497,741</u>
Total Liabilities and Fund Balance	<u><u>\$ 46,669,980</u></u>

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Fiscal Year Ended June 30, 2016*

---

	<b>Measure "R" Building Fund</b>
<b>REVENUES</b>	
Interest earnings	\$ 269,258
Other local revenue	28,559
	<hr/>
Total Revenues	297,817
	<hr/>
<b>EXPENDITURES</b>	
Current:	
Materials and supplies	1,373,264
Services and other operating expenditures	2,050,956
Capital outlay	9,345,665
	<hr/>
Total Expenditures	12,769,885
	<hr/>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(12,472,068)
	<hr/>
<b>OTHER FINANCING SOURCES (USES)</b>	
Proceeds from bond issuances	30,360,000
Premiums from issuance of bonds	217,717
	<hr/>
<b>Total Other Financing Sources (Uses)</b>	30,577,717
	<hr/>
Net Change in Fund Balance	18,105,649
	<hr/>
Fund Balance, July 1, 2015	27,392,092
	<hr/>
Fund Balance, June 30, 2016	\$ 45,497,741
	<hr/> <hr/>

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2016*

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**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES**

**A. Reporting Entity**

On November 6, 2012, the District voters authorized \$90,000,000 in General Obligation Bonds (Measure "R") for the purpose of financing the modernization and construction for school facilities within the District. The measure required a minimum 55% vote for passage. In response, an advisory committee to the District's Governing Board and Superintendent, the Citizens' Bond Oversight Committee, was established. The Committee's oversight goals include ensuring compliance with conditions of Measure "R".

The Bond proceeds are accounted for in the District's Building Fund (213), where they are expended for the approved projects. The statements presented are for the individual Measure "R" General Obligation Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operations.

**B. Basis of Accounting**

The Measure "R" General Obligation Bond Building Fund is a governmental fund reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and financing from capital leases are reported as other financing sources.

**C. Budgets and Budgetary Accounting**

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District's governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

**D. Encumbrances**

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of June 30.

**E. Fund Balances**

The fund balance for governmental funds is reported in classifications based on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2016*

---

**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)**

**E. Fund Balances (continued)**

**Nonspendable:** Fund balance is reported as nonspendable when the resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories and prepaid assets.

**Restricted:** Fund balance is reported as restricted when the constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or imposed by law through constitutional provision or by enabling legislation.

**Committed:** The District's highest decision-making level of authority rests with the District's Board. Fund balance is reported as committed when the Board passes a resolution that places specified constraints on how resources may be used. The Board can modify or rescind a commitment of resources through passage of a new resolution.

**Assigned:** Resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed, are reported as assigned fund balance. Intent may be expressed by either the Board, committees (such as budget or finance), or officials to which the Board has delegated authority.

**Unassigned:** Unassigned fund balance represents fund balance that has not been restricted, committed, or assigned and may be utilized by the District for any purpose. When expenditures are incurred, and both restricted and unrestricted resources are available, it is the District's policy to use restricted resources first, then unrestricted resources in the order of committed, assigned, and then unassigned, as they are needed.

**F. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2016*

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**NOTE 2 – CASH**

**Pooled Funds**

In accordance with Education Code Section 41001, the District maintains all of its cash from the bond proceeds in the County Treasury. The County pools and invests the cash. These pooled funds are carried at cost which approximates fair value. Interest earned is deposited annually to participating funds. Any investment losses are proportionately shared by all funds in the pool.

Because the District's deposits are maintained in a recognized pooled investment fund under the care of a third party and the District's share of the pool does not consist of specific, identifiable investment securities owned by the District, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required.

In accordance with applicable state laws, the County Treasurer may invest in derivative securities with the State of California. However, at June 30, 2016, the County Treasurer has represented that the Pooled Investment Fund contained no derivatives or other investments with similar risk profiles.

**NOTE 3 – ACCOUNTS RECEIVABLE**

The total accounts receivable at June 30, 2016, in the amount of \$118,620 represents amounts due from the Ventura County Treasurer for interest earnings for the quarter ended June 30, 2016.

**NOTE 4 – INTERFUND ACTIVITIES**

There was no interfund activity as of and for the fiscal year ended June 30, 2016.

**NOTE 5 – MEASURE "R" GENERAL OBLIGATION BONDS**

On December 27, 2012, the District issued \$18.39 million of Series A of the Election of 2012 General Obligation bonds, and on May 30, 2013, the District issued \$25.5 million of Series B bonds. On November 5, 2014, the District issued \$15.75 million of Series C bonds. On August 4, 2015, the District issued \$30.36 million of Series D bonds. The bonds are general obligations of the District. The County is obligated to levy ad valorem taxes upon all property within the District for the payment of interest on and principal of the bonds. The County records the collection of taxes and payments of bond principal and interest in a separate fund, which is not reported here. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

Measure "R" Bonds issued and outstanding as of June 30, 2016, are as follows:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2015	Additions	Deductions	Outstanding, June 30, 2016
<b>Measure R (2012)</b>								
Series A	2.0% to 5.0%	12/27/2012	8/1/2043	\$ 18,390,000	\$ 17,955,000	\$ -	\$ 265,000	\$ 17,690,000
Series B	3.375% to 5.0%	5/30/2013	8/1/2043	25,500,000	25,500,000	-	-	25,500,000
Series C	3.625% to 5.75%	11/5/2014	8/1/2044	15,750,000	15,750,000	-	-	15,750,000
Series D	2.0% to 5.25%	8/4/2015	8/1/2040	30,360,000	-	30,360,000	-	30,360,000
					<u>\$ 59,205,000</u>	<u>\$ 30,360,000</u>	<u>\$ 265,000</u>	<u>\$ 89,300,000</u>

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2016*

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**NOTE 5 – MEASURE "R" GENERAL OBLIGATION BONDS (continued)**

The requirements to amortize outstanding Measure "R" general obligation bonds are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2016-17	\$ 1,000,000	\$ 3,637,631	\$ 4,637,631
2017-18	540,000	3,617,456	4,157,456
2018-19	155,000	3,607,081	3,762,081
2019-20	315,000	3,597,681	3,912,681
2020-21	480,000	3,723,106	4,203,106
2021-26	3,925,000	18,915,563	22,840,563
2026-31	10,405,000	17,262,528	27,667,528
2031-36	19,515,000	13,981,681	33,496,681
2036-41	32,515,000	8,062,213	40,577,213
2041-45	20,450,000	1,759,488	22,209,488
Total	<u>\$ 89,300,000</u>	<u>\$ 78,164,428</u>	<u>\$ 167,464,428</u>

**NOTE 6 – CONSTRUCTION COMMITMENTS**

At June 30, 2016, the District had commitments with respect to unfinished capital projects of \$29.7 million to be paid from a combination of state and local funds.

**NOTE 7 – SUBSEQUENT EVENT**

**2016 General Obligation Refunding Bonds**

On September 27, 2016, the District issued \$16,360,000 of General Obligation Refunding Bonds. The bonds bear fixed interest rates ranging between 1.25% and 4.0% with annual maturities from August 1, 2017 through August 1, 2026. The net proceeds were used to advance refund a portion of the District's outstanding General Obligation Bonds Series 2006B.



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***Other Independent Auditors' Reports***

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

The Board of Trustees and the  
Citizens' Bond Oversight Committee  
Oxnard School District  
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure "R" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2016, and the related notes to the financial statements, and have issued our report thereon dated December 20, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Oxnard School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Oxnard School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Oxnard School District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

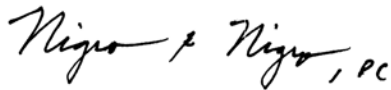
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Oxnard School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Handwritten signature in cursive script that reads "Nigro & Nigro, PC".

Murrieta, California  
December 20, 2016



## INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

The Board of Trustees and the  
Citizens' Bond Oversight Committee  
Oxnard School District  
Oxnard, California

We have examined the Oxnard School District's compliance with the performance requirements for the Proposition 39 Measure "R" General Obligation Bond for the fiscal year ended June 30, 2016, under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

### Objectives

The objectives of the examination of compliance applicable to the District are to determine with reasonable assurance that:

- The expenditures charged to the Oxnard School District Building Fund (213) are documented.
- Expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure "R".
- Any discrepancies or weaknesses in internal controls are noted and recommendations for improvement are provided.
- The District Board and the Citizens' Bond Oversight Committee are provided with a performance audit report as required under the requirements of the California Constitution and Proposition 39.

### Scope of the Audit

The scope of our performance audit covered the fiscal period from July 1, 2015 to June 30, 2016. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2016 were not reviewed or included within the scope of our audit or in this report.

### **Procedures Performed**

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2016 for the Measure "R" General Obligation Bond Building Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for expenditures to ensure compliance with the requirements of Proposition 39 and Measure "R" with regards to the approved bond projects list. We performed the following procedures:

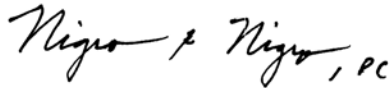
To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.
- We tested approximately \$7.7 million in bond fund invoices paid (approximately 63%). This includes testing payments for validity, allowability, and accuracy. Expenditures sampled in our test included payments made to the construction manager.
- We reviewed the official ballot language as set out in the Measure "R" election documents.
- We visited the construction sites at Harrington and Lemonwood Schools to ensure that expenditures made correspond with the actual work performed at the site.
- We verified that funds from the Building Fund (213) were expended for the construction, reconstruction, acquisition, furnishing and equipping of District facilities constituting the authorized bond projects, and we verified that funds held in the Building Fund (213) were not used for salaries of school administrators or other operating expenses of the District.
- We reviewed documents for projects undertaken during the year to ensure that proper building procedures were followed pursuant to Public Contract Code Section 22032.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

In our opinion, the District complied with the compliance requirements for the Measure "R" General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens' Bond Oversight Committee; however, this report is a matter of public record.



Murrieta, California  
December 20, 2016

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## *Findings and Responses*

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**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**  
*Schedule of Audit Findings and Responses*  
*June 30, 2016*

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*There were no audit findings in 2015-16.*

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**  
*Summary Schedule of Prior Audit Findings*  
*June 30, 2016*

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*There were no audit findings in 2014-15.*



**BOARD AGENDA ITEM**

Name of Contributor: Dr. Cesar Morales/Lisa Cline

Date of Meeting: 01/18/17

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A-I: 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 \_\_\_\_\_   X  

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Establishment of Measure “D” Bond Oversight Committee (Morales/Cline)**

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General Obligation Bond Measure “D” in the amount of \$142,500,000.00 was approved by the voters at the November 8, 2016 General Election. Proposition 39 requires that, within 60 days of Certification of the passage of a Bond, the District establish a Citizens’ Oversight Committee to review Bond expenditures to verify that bond money is being spent according to the project list on the ballot and also to report to the public regarding said expenditures.

Presented for the Board’s consideration is a list of potential representatives for the Measure D Bond Oversight Committee (BOC) as well as its corresponding bylaws.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees establish the Measure D Bond Oversight Committee pursuant to Proposition 39 and adopt the bylaws as presented herewith.

**ADDITIONAL MATERIAL**

Attached: Proposed Membership List for Oxnard School District Measure D Bond Oversight Committee (1 page)  
Citizens’ Bond Oversight Committee Bylaws (5 pages)

**OXNARD SCHOOL DISTRICT  
MEASURE “D” CITIZENS’ BOND OVERSIGHT COMMITTEE  
MEMBERSHIP & TERMS  
January 2017**

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
Chavez, Pedro A.	Business Organization	Wells Fargo Home Mortgage	
Vasquez, Doris	Senior Citizens’ Organization	South Oxnard Senior Center	
Jay, John	Taxpayers’ Association	Ventura County Taxpayers’ Association	
Larios, Michelle	Parent/Guardian	Parent, Fremont School	
Ray, Will Jr.	Parent/ Guardian PTA	Parent, PTA Board Member, McAuliffe School	
Latimer, Lisa	Community At-Large	Former Parent, Soria School; Former PTA & School Site Council Member	
Belcher, William	Community At- Large	Oxnard Education Foundation Member	



## Measure “D” Citizens’ Bond Oversight Committee

**Section 1. Establishment of the Committee.** The Oxnard School District (the “District”) anticipates that it will be successful at the election to be conducted on November 8, 2016 (the “Election”) in obtaining authorization from the District’s voters to issue up to \$142,500,000.00 aggregate principal amount of the District’s general obligation bonds, pursuant to 55% of the vote. The election is being conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 et seq., of the California Education Code; therefore, the District will be obligated to establish the Oversight Committee to satisfy the accountability requirement in Proposition 39. The Board of Trustees of the Oxnard School District (the “Board of Trustees”) hereby establishes the Measure “D” Citizens Bond Oversight Committee (the “Committee”) in anticipation of voter approval to have and hold the duties, rights and obligations set forth in these bylaws and those accorded to the Committee by Law. The Committee does not have independent legal capacity from the District. In the event that the authorization is not approved by the voters, the Committee shall be terminated and disbanded.

**Section 2. Purposes.** The purposes of the Committee are set forth in Proposition 39, and these Bylaws. The Committee is and shall be deemed subject to the Ralph M. Brown Public Meetings Act of the State of California (the “Brown Act”) and shall be conducted in accordance with the provisions thereof. The District shall provide the necessary administrative support to the Committee at the District’s expense to fulfill its duties and obligations under Proposition 39 and the Brown Act.

The proceeds of general obligation bonds issued pursuant to the election are hereinafter referred to as “bond proceeds.” The Committee shall confine itself specifically to bond proceeds generated under the Measure “D” ballot measure. Regular and deferred maintenance projects and all monies generated under other sources of funding shall fall outside the scope of the Committee’s review.

**Section 3. Duties.** To carry out its stated purposes, the Committee shall perform the following duties:

**3.1 Inform the Public.** The committee shall inform the public concerning the District’s expenditure of bond proceeds.

**3.2 Review Expenditures.** The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

**3.3 Annual Report.** The Committee shall present to the Board of Trustees, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and,

(b) A summary of the Committee’s proceedings and activities for the preceding year.

3.4 Duties of the Board of Trustees/Superintendent. Either the Board of Trustees or the Superintendent, as the Board of Trustees shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of construction contracts;
- (b) Approval of construction change orders;
- (c) Appropriation of construction funds;
- (d) Handling of all legal matters;
- (e) Approval of construction plans and schedules;
- (f) Approval of the Deferred Maintenance Plan; and,
- (g) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the District has not charged the Committee with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax increments, certificates of participation, leases/revenue bonds, the general fund, or the sale of surplus property without bond proceeds;
- (b) The establishment of priorities and order of construction for the bond projects which shall be the sole prerogative and discretion of the Board of Trustees;
- (c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and/or such other professional consultant firms as are required to complete the project(s) based on District criteria established by the Board of Trustees in its sole discretion;
- (d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plans and/or construction methods, which shall be the sole prerogative and discretion of the Board of Trustees;
- (e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary or deemed appropriate by the Board of Trustees to support the activities of the Committee;
- (f) The approval of an annual budget for the Committee that is sufficient to carry out the duties, responsibilities and activities required of the Committee pursuant to these Bylaws, Proposition 39 and California Law;
- (g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations;

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39;

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board of Trustees' sole discretion as part of carrying out its functions under Proposition 39.

**Section 4. Authorized Activities.**

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution;

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent;

(c) Review copies of deferred maintenance proposals or plans developed by the District;

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

**Section 5. Membership.**

5.1 Number. The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established pursuant to Proposition 39, to wit:

(a) One (1) member active in a business organization representing the business community located within the boundaries of the District;

(b) One (1) member active in a senior citizens' organization;

(c) One (1) member active in a bona-fide taxpayers' association;

(d) One (1) member shall be a parent or guardian of a child enrolled in the District;

(e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council;

(f) Two (2) members of the community at-large appointed by the Board of Trustees.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least eighteen (18) years of age and reside within the District's geographical boundaries, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics; Conflicts of Interest. By accepting the appointment to the Committee, each member agrees to comply with Article 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Government Code Sections 81000 et seq.), and to complete the Form 700 as required by all “designated employees” of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as “Attachment A” to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member of the Committee shall serve a term of two (2) years, beginning on January 19, 2017. No member may serve more than three (3) consecutive terms. At the Committee’s first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board of Trustees through the following process:

- (a) Appropriate local groups will be solicited for applications;
- (b) The Board of Trustees shall form a Committee of one (1) or two (2) Trustees along with the Superintendent or her/his designee to review the applications received from the appropriate local groups; and,
- (c) The Committee will make recommendations to the Board of Trustees;

5.6 Removal; Vacancy. The Board of Trustees may remove any Committee member for any reason, including for failure to comply with the Committee Ethics Policy. Upon a member’s removal, his or her seat shall be declared vacant. The Board of Trustees, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their service on the Committee.

5.8 Authority of Members.

- (a) Committee members shall not have the authority to direct staff of the District; and,
- (b) Individual members of the Committee retain the right to address the Board of Trustees of the District as an individual.

**Section 6. Meetings of the Committee.**

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in the second week of December of each year.

6.2 Location. All meetings shall be held within the geographical boundaries of the District.

6.3     Procedures. All meetings shall be open to the public in accordance with the Brown Act , Government Code Section 44950 et seq. Meetings shall be conducted according to such additional procedural requirements and rules as the committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

**Section 7.**     **District Support.**

7.1     The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a)     Preparation of and posting public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices of meetings of the Board of Trustees of the District;
- (b)     provision of a meeting room, including any necessary audio/visual equipment;
- (c)     Preparation and copies of any documentation and materials for the meeting, such as agendas and reports; and,
- (d)     Retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2     District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of the projects and the expenditures of bond proceeds.

7.3     **No bond proceeds shall be used to provide District support to the Committee.**

**Section 8.**     **Reports.** In addition to the Annual Report required in Section 3.2, the Committee may report to the Board of Trustees at least semi-annually in order to advise the Board of Trustees on the activities of the Committee. Such reports shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

**Section 9.**     **Officers.** The Superintendent shall appoint the initial Chair of the Committee. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall serve as Chair in the absence of the Chair. The term of the Chair and Vice-Chair may be for terms of either one (1) year or two (2) years as may be determined from time-to-time by the Committee. No member shall serve in the position of Chair for more than two (2) consecutive terms.

**Section 10.**    **Amendment of Bylaws.** Any amendment to these Bylaws shall be first approved by the Committee and shall then be approved by no less than two-thirds vote of the Board of Trustees.

**Section 11.**    **Termination.** The Committee shall automatically be terminated and disbanded if (1) the election authorizing the sale of general obligation bonds fail or (2) at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: January 18, 2017

- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Consideration of Resolution #16-22 Supporting Commitment To The Education Of All Children And Making All Campuses A Safe Zone For Students and Families Threatened By Immigration Enforcement**

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The Board of Education of the Oxnard School District embraces the diversity of our students and families and the rich language and cultural assets they bring to our District and strongly support and encourages the participation of all parents and families in our schools. Unfortunately, fears of potential raids by the U.S. Immigration and Customs Enforcement Office (ICE) have caused immigrant communities to fear sending and/or accompanying their children to schools and leaving their homes, even for needed medical services. In recognizing that a significant number of undocumented children and students speaking another language at home are enrolled in the District’s public schools, it is the belief of the Board of Education that ICE activities in and around schools and throughout the District would be a severe disruption to the learning environment and educational settings for students.

Resolution #16-22 seeks to set forth the Board’s position that all students have the right to attend school and, if eligible, receive all school services regardless of the immigration status of the child or of the child’s family members, and that no school district staff shall take any steps that would deny students access to education based on their immigration status or any steps that would “chill” the rights of these students to public education. Ensuring that the District provides a safe place for all students and their families, and increasing and enhancing partnership with community-based organizations and legal services organizations for the benefit of students and their families would assist with these objectives.

**FISCAL IMPACT: None**

**RECOMMENDATION:**

It is recommended that the Board of Trustees discuss and consider Resolution #16-22 Supporting Commitment To The Education Of All Children And Making All Campuses A Safe Zone For Students and Families Threatened By Immigration Enforcement.

**ADDITIONAL MATERIAL:**

- Resolution #16-22





# OXNARD SCHOOL DISTRICT

## Resolution #16-22



### **Commitment To The Education Of All Children and Making All Campuses A Safe Zone For Students And Families Threatened By Immigration Enforcement**

**WHEREAS**, Our City and County, just like many major cities in the United States, is the home and workplace of many immigrant communities, including persons with both documented and undocumented immigration status; and

**WHEREAS**, All students have a right to attend school regardless of their immigration status. The United States Supreme Court in 1982 ruled in *Plyler v. Doe* that public schools were prohibited from denying students access to elementary and secondary public education based on their immigration status, citing that children have little control over their immigration status, the life-long harm it would inflict on the child and society itself, and constitutional equal protection rights; and

**WHEREAS**, The Board of Education embraces the diversity of our students and families and the rich language and cultural assets they bring to our District and strongly supports and encourages the participation of all parents and families in our schools; and

**WHEREAS**, On November 8, 2016, California voters passed Proposition 58, which recognizes the value and importance of students graduating from our schools proficient in both English and one or more other languages and diverse student population greatly helps in accomplishing this goal; and

**WHEREAS**, While there are no accurate numbers of how many undocumented children are enrolled in our District's public schools, approximately 61.98% of our District's students speak another language at home and more than 24 languages are spoken by families whose children are enrolled in our District; and

**WHEREAS**, Fears of potential raids by the U.S. Immigration and Customs Enforcement Office (ICE) have caused immigrant communities to fear sending and/or accompanying their children to schools and leaving their homes, even for needed medical services. ICE activities in and around schools, early education centers, and adult school facilities would be a severe disruption to the learning environment and educational settings for students; and

**THEREFORE BE IT RESOLVED**, That the Board of Education, in solidarity with our immigrant community organizations, in light of the increasing tensions in immigrant communities, and the possible chilling effect on the educational rights of immigrant students and families by reports about ICE raids and proposals like some of the foregoing, the Board of Education hereby restates its position that all students have the right to attend school regardless of the immigration status of the child or of the child's family members; and

**FURTHER BE IT RESOLVED**, That the Board of Education states that all District students, who register for the following services and meet the federal and state criteria, are entitled to receive all school services, including free lunch, free breakfast, transportation, and educational services, even if they or their family are undocumented and do not have a social security number and that no school district staff shall take any steps that would deny students access to education based on their immigration status or any steps that would "chill" the *Plyler* rights of those students to public education; and

**BE IT FURTHER RESOLVED:** That the Board declares that every District site is a safe place for all students and their families and encourages the Superintendent to increase and enhance partnerships with community-based organizations and legal services organizations who provide resources for families facing deportation and that a rapid response network be created to assist children whose family members have been detained;

**NOW THEREFORE BE IT RESOLVED**, In order to provide a public education, regardless of a child's or family's immigration status, absent any applicable federal, state, local law or regulation or local ordinance or court decision, the District shall abide by the following conduct:

1. District personnel shall not treat students differently for residency determination purposes on the basis of their actual or perceived immigration status and shall treat all students equitably in the receipt of all school services, including but, not limited to, the free and reduced lunch program, transportation and educational instruction.
2. District personnel shall review the list of documents that are currently used to establish residency and shall ensure that any required documents would not unlawfully bar or discourage a student who is undocumented or whose parents are undocumented from enrolling in or attending school.
3. District personnel shall not inquire about a student's immigration status, including requiring documentation of a student's legal status, such as asking for a green card or citizenship papers, at initial registration or at any other time.
4. District personnel shall not make unreasonable inquiries from a student or his/her parents for the purpose of exposing the immigration status of the child or his/her family.
5. District personnel shall not require students to apply for Social Security numbers nor shall the District require students to supply a Social Security number.
6. If parents and/or students have questions about their immigration status, school personnel shall not refer them to ICE but should instead refer them to community-based and legal organizations that provide resources for immigrant families and families facing deportation.
7. Because it is the general policy of the District not to allow any individual or organization to enter a school site if the educational setting would be disrupted by that visit, any request by ICE to visit a school site must be forwarded to the Superintendent's Office for review before a decision is made to allow access to the site.
8. All requests for information or documents by ICE should be forwarded to the Superintendent, who in consultation with District legal counsel, shall determine if the information and/or documents can be released to ICE.

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of January, 2017 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees



**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Cesar Morales/Lisa Cline

**Date of Meeting:** 1/18/17

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION A-I: 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** 1<sup>st</sup> Reading     X     2<sup>nd</sup> Reading \_\_\_\_\_

**APPROVAL OF AMENDMENT #1 TO AGREEMENT #12-132 WITH CALDWELL FLORES WINTERS INC. FOR PROGRAM MANAGEMENT AND IMPLEMENTATION SERVICES (Morales/Cline)**

On October 3, 2012, the Oxnard School District Board of Trustees entered into Agreement #12-132 with Caldwell Flores Winters, Inc. (CFW) for Program Management and Implementation Services. The passage of Measure D at the November 8, 2016 election enables the expansion of the existing Master Construct and Implementation Program conducted by CFW, and it is therefore necessary to amend the existing Agreement #12-132 to incorporate the Measure D Program and clarify language as noted on the Amendment.

Amendment #1 to Agreement #12-132 amends the following sections of Agreement #12-132:

- 1. Term
- 6. Independent Contractor Status and Conflict of Interest
- 9. Insurance

Amendment #1 is herewith presented for the Board’s consideration.

**FISCAL IMPACT**

No change from original Agreement.

**RECOMMENDATION**

It is the recommendation of the District Superintendent and the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #12-132 as presented.

**ADDITIONAL MATERIAL(S)**

**Attached:** Amendment #1, Caldwell Flores Winters Inc. (5 Pages)  
Agreement #12-132, Caldwell Flores Winters Inc. (14 Pages)

## **AMENDMENT #1 TO AGREEMENT #12-132 FOR PROFESSIONAL PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES**

This Amendment #1 (“Amendment”) is entered into this 18th day of January, 2017 and amends Agreement #12-132 for Professional Program Management & Implementation Services (“Agreement”) entered into on October 3, 2012 by Caldwell Flores Winters, Inc. (“Program Manager”), and the Oxnard School District (“District”) of Ventura County who are collectively referred to as “the Parties”.

### **RECITALS**

WHEREAS, Program Manager provides program management services throughout the state of California, and has assisted the District in the development and implementation of a program for repairing, modernizing, replacing and constructing of school facilities consistent with the District Facilities Program and Program Funding since October 2012;

WHEREAS, the Board adopted a Master Construct Program in March 2016 to expand the scope of projects of the District Facilities Program, provide additional Program Funding and present additional sequencing requirements to implement the next set of proposed facilities improvements;

WHEREAS, District voters authorized the issuance up to \$142,500,000 in bonds under Measure “D” at an election held on November 8, 2016, to expand and provide additional Program Funding and facilities projects for the District Facilities Program identified in the Master Construct Program;

WHEREAS, the District Board of Trustees was presented with a Master Construct and Implementation Program in December 2016 incorporating Measure “D” funds and projects into the District Facilities Program and Program Funding and establishing a schedule for implementing projects identified in the Master Construct Program, (hereinafter collectively the “Master Construct and Implementation Program”);

WHEREAS, the schedule to implement the projects pursuant to the Master Construct and Implementation Program exceeds the term of the Agreement;

WHEREAS, the District desires to extend the term of the services of Program Manager to provide management, planning and implementation services contemplated in connection with the implementation of the Master Construct and Implementation Program, the District Facilities Program and Program Funding;

NOW THEREFORE, for good and valuable consideration of the covenants set forth in the Agreement and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties hereby mutually agree pursuant to the

provision of Section 1. TERM of the Agreement, to extend the term of the Agreement as follows:

The provisions of **Section 1**, Term of the Agreement, shall be replaced in its entirety with the following:

## **1. TERM**

The purpose of this Agreement is to provide program management services related to the expanded District Facilities Program. Unless terminated earlier pursuant to Article 8 of this Agreement, the Agreement shall continue until the earlier of (i) October 1, 2021 or (ii) the date the last project identified in the expanded District Facilities Program is substantially completed and a certificate of occupancy is issued by the Department of the State Architect (“DSA”). The intention of this Agreement is that Program Manager will see through completion the individual projects identified in the expanded District Facilities Program (hereinafter, “Projects”). As used in this Agreement, “completion” means the issuance of the final certificate required by DSA, after the certificate of acceptance of the District is issued and, if applicable, recorded with the County.

It is contemplated that if the services required herein extend beyond October 1, 2021, the District and Program Manager may extend the term of the Agreement by mutual agreement of the District Board of Trustees and the Program Manager for an additional term or terms; provided that any extension of the term must be in writing prior to the expiration of this Agreement as contemplated in the preceding paragraph.

The provisions of **Section 6**, Independent Contractor Status, shall be amended to add the following sub-section 6.2:

## **6. Independent Contractor Status and Conflict of Interest**

6.2. Conflict of Interest; Disclosure of Interest. Pursuant to Board Bylaws 9270 BB and 9270(BB) E, Program Manager 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 Program Manager’s performance of services under this Agreement. Program Manager further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Program Manager agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that any personnel of Program Manager that qualifies as a “designated person” must disclose certain financial interests by filing financial interest disclosures.

The provisions of **Section 9**, Insurance, shall be replaced in its entirety with the following:

## **9. Insurance**

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

9.1.1. 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. The Deputy Superintendent or designee may provide a written waiver of this requirement on a case by case basis if students are not present while work is being performed.

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

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

Architects, Program Managers  
\$1,000,000 or \$2,000,000

Physicians and Medical Corporations  
\$5,000,000

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

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

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

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

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 Program Manager performs; products and completed operations of Program Manager; premises owned, occupied or used by Program Manager; automobiles owned, leased, hired or borrowed by Program Manager, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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 Program Manager's insurance.

Program Manager'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.

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.

9.3. Other Requirements. Program Manager agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Program Manager 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.

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

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 Program Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.



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

All other provisions, terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed upon this 18th day of January, 2017 and subscribed their names to this Agreement representing that each has authority to do so.

**CALDWELL FLORES WINTERS, INC.**

**OXNARD SCHOOL DISTRICT**

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Emilio A. Flores, CEO  
Caldwell Flores Winters, Inc.

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Dr. Cesar Morales, Superintendent  
Oxnard School District

**AGREEMENT FOR PROFESSIONAL  
PROGRAM MANAGEMENT & IMPLEMENTATION SERVICES**

This Agreement for Professional Program Management & Implementation Services (“Agreement”) is entered into this 3<sup>rd</sup> day of October 2012 (the “Effective Date”), and is made by and between Caldwell Flores Winters, LLC (the “Program Manager”), and the Oxnard School District (“District”) of Ventura County who are collectively referred to as “the Parties”.

**RECITALS**

WHEREAS, Program Manager provides program management services throughout the state of California;

WHEREAS, the District has completed a Capital Facilities Master Plan that identifies a number of capital facility needs of the District;

WHEREAS, the District Board of Trustees desires to retain the consulting services of Program Manager to develop a program for the purpose of repairing, modernizing, replacing and constructing school facilities consistent with the Capital Facilities Plan recently presented to the Board of Trustees;

WHEREAS, the District anticipates that it will have a variety of available sources of funding to implement its District Facilities Program consisting of a general obligation bond, currently on the November 6, 2012, ballot (“Measure ‘R’”) and Measure M funds, developer fees, Mello-Roos (CFD) funds, State Facility Program funds (hardship and state aid funds), remaining balances from other facility projects or bond programs and/or other District facility funds (hereinafter collectively referred to as the “Program Funding”);

WHEREAS, the projects identified in the Capital Facilities Master Plan and any other projects hereafter approved by the District and funded through Program Funding identified by the Program Manager are collectively referred to herein as the “District Facilities Program”;

WHEREAS, Program Manager offers to provide all services and fulfill all obligations contemplated under this Agreement and represents that it is engaged in the business of providing facilities program management services, that it is duly qualified and capable of providing and performing the services contemplated under this Agreement and that, in performing or providing any services hereunder, it will only assign personnel of Program Manager (and any sub-consultant to Program Manager) duly qualified and capable of completing the tasks assigned;

WHEREAS, the District may retain architects and/or other professional consultants (collectively, “Professional Consultants”) to assist or provide services relating to District Facilities Program; and

WHEREAS, the District desires to retain the services of Program Manager to provide management, planning and implementation services in connection with the implementation of the District Facilities Program, all as more particularly described in this Agreement;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties, the parties hereby agree as follows:

## **1. TERM**

The purpose of this Agreement is to provide program management services related to the District Facilities Program. Unless terminated earlier pursuant to Article 8 of this Agreement, the Agreement shall commence on the Effective Date and shall continue until the earlier of (i) the date that is sixty (60) calendar months from the Effective Date, or (ii) the date the last project identified in the District Facilities Program is substantially completed and a certificate of occupancy is issued by the Department of the State Architect (“DSA”). The intention of this Agreement is that Program Manager will see through completion the individual projects identified in the District Facilities Program (hereinafter, “Projects”). As used in this Agreement, “completion” means the issuance of the final certificate required by DSA, after the certificate of acceptance of the District is issued and, if applicable, recorded with the County.

It is contemplated that if the services required herein extend beyond sixty (60) months (“Initial Term”), the District and Program Manager may extend the term of the Agreement by mutual agreement of the District Board of Trustees and the Program Manager for an additional term or terms; provided that any extension of the Initial Term must be in writing prior to the expiration of this Agreement as contemplated in the preceding paragraph.

## **2. PROGRAM MANAGEMENT SERVICES**

Program Manager agrees to perform in a competent and professional manner the professional program management services and related consultant services for all projects defined and identified as part of the District Facilities Program and any services requested by the Superintendent as supplemental professional services (hereinafter, “Additional Services”) not provided for within the scope of services for the District Facilities Program but related to said Program. No Additional Services shall be performed without the prior written authorization of the District.

The professional program management services and implementation services (“Basic Services”) shall consist of the following:

- 2.1. Performance of Basic Services. The Program Manager shall perform the Basic Services with its own personnel, except for Basic Services performed by sub-consultants to the Program Manager who are approved in advance by the District (“Sub-Consultants”).
- 2.2. Program Manager Standard of Care. Program Manager shall provide the Basic Services and authorized Additional Services, using its professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. Program Manager’s services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely implementation of the Projects.

- 2.3. Other Project Participants. Program Manager's services hereunder shall be provided in conjunction with contracts between the District and the Professional Consultants. The Professional Consultants shall perform their duties in accordance with their respective contracts with the District. Except as expressly set forth herein, neither this Agreement, nor the Program Manager's Basic Services hereunder shall be deemed the Program Manager's assumption of responsibility for the adequacy or sufficiency of the services provided by the Professional Consultants relating to the Project. The foregoing notwithstanding, the Program Manager's responsibilities under this Agreement shall include the coordination and oversight of the performance of services by the Professional Consultants relating to the Projects in accordance with the terms of their contracts with the District.
- 2.4. Meetings and Conferences. The Program Manager shall attend and participate in meetings and conferences with the Professional Consultants, the District, District staff, Oversight Committee(s), community organizations and/or the District's Board of Trustees relating to the Projects and/or as otherwise necessary to discharge the Program Manager's obligations hereunder.
- 2.5. Review of District Provided Information. The Program Manager and its personnel engaged in providing the Basic Services shall review information provided by or through the District relating to the Projects in order to obtain a full understanding of: (a) nature and extent of existing information relating to existing physical facilities and utility service support serving existing physical facilities; (b) the District's facilities plan, including modifications thereto incorporated in connection with the Projects; (c) the availability of funding under Program Funding; and, (d) the District's budget objectives for the Projects.
- 2.6. Master Project Budgets/Master Project Schedules. Program Manager shall deliver to the District a method for implementation of the District Facilities Program that shall include a master schedule, master budget, Program budget and estimated construction budgets for each of the projects within the program. The plan shall also include project by project schedules and budgets. This Plan shall be presented to the Governing Board at its January 2013 Board meeting or a meeting identified thereafter by the Superintendent.
- 2.6.1. Master Project Budget
- 2.6.1.1. Budget Review. The Program Manager, with assistance from District staff and the Professional Consultants, shall review existing budgets for each Project and expenditures to date, and create and maintain a master project budget for all Projects in the District Facilities Program ("Master Project Budget").
- 2.6.1.2. Budget Monitoring. The Master Project Budget will be monitored and periodically updated, but at no less than six month intervals, and presented to the District staff and the Board of Trustees. For these purposes the budget project costs shall be as follows: (a) construction costs, (b) architect/engineer fees, (c) construction manager fees, (d) inspection and testing fees, (e) public agency fees (including DSA, California Department of Education ("CDE"), and local and state agencies), (f) environmental costs (CEQA documentation, abatement costs, etc.), (g) printing and postage costs (typically related to agency approval bidding, construction and project closeout), (h) legal fees, (i) special consultant fees (Advocacy etc.) and (j) interim housing costs.

2.6.1.3. Project Cost Review. Project Costs (as defined in Article 5.2) shall be reviewed and updated to reflect: (a) actual costs incurred, being incurred, or anticipated to be incurred, and (b) anticipated costs not in the process of design, bidding or construction at the time of the update. As part of the Basic Services, the Program Manager shall assist the District in resolving any funding, payment or costs disputes arising in connection with the Projects.

Upon completion of each Project, prior to or within a reasonable time after the District accepts the Project, but in no event later than 60 days after Project completion, Program Manager shall prepare a reconciliation (the "Project Cost Reconciliation") of all costs related to that Project, including all amounts invoiced to the District, indicating whether amounts were ultimately paid or rejected.

2.6.2. Master Project Schedule. The Program Manager, with assistance from District staff and the Professional Consultants, shall review existing schedules for each Project and create and maintain a master project schedule for all Projects in the District Facilities Program ("Master Project Schedule").

2.6.2.1. Schedule Updates: The Master Project Schedule will be monitored and periodically updated, but at no less than six-month intervals, and presented to the District staff and the Board of Trustees.

## 2.7. Funding Sources.

2.7.1. Sources. The Program Manager shall assist the District in: (a) ascertaining available funding sources for the Projects, (b) ascertaining the constraints and requirements for the District to secure funding from a funding source and (c) assisting the District in securing the funding. The Program Manager shall provide a written summary of potentially available funding.

2.7.2. Updates. The summary of available funding and the underlying funding sources will be monitored and periodically updated, but at no less than six-month intervals, and presented to the District staff and the Board of Trustees.

## 2.8. Standards; Records and Procedures.

2.8.1. District Standard Materials/Equipment. The Program Manager shall assist the District in updating District standards for material/equipment to be specified in the Projects. The following objectives shall be incorporated: (a) Consistency in material/equipment across the Projects, (b) Cost effectiveness of maintenance/life cycle, (c) Cost effective initial procurement and installation and (d) Conformity to function and other operational requirements of the Project.

2.8.2. Records. The Program Manager shall submit a three ring binder containing the District standards for all material and equipment that will be used on the District Facilities Program. The binder shall be updated by Program Manager annually.

In addition, the Program Manager shall create and maintain adequate, up-to date, clear

records for each Project, including without limitation any applicable records concerning funding sources, initial and revised budget estimates and actual costs, Project Cost Reconciliation, bidding, construction phase and approval phase, insurance, bonding and labor compliance

2.8.3. Project Professional Services. The Program Manager shall develop procedures for the identification of professional services necessary for completing the design, bidding and construction phases of the Projects, including without limitation, architects, other design consultants, project inspection services, special test/inspection services, soils/geo-technical services and construction managers. The Program Manager shall develop procedures and guidelines for the District's review, comment and acceptance. The Program Manager shall modify the procedures for selection and retention of professional services necessary to complete the design, bidding and construction of the Projects.

## 2.9. Bidding and Construction Procedures.

2.9.1. General. To facilitate and expedite completion of the bidding and construction process for the Projects and to establish consistency in procedures utilized to complete the bidding and construction processes for the Projects, the Program Manager shall assist the District in establishing procedures for bidding Projects and administration of the construction contracts awarded by the District for the Projects.

2.9.2. Bidding Guidelines. The Program Manager shall assist the District in developing new and implementing existing guidelines for bidding projects.

2.9.3. Construction Phase. The Program Manager shall assist the District in: (a) negotiation of fees of the construction managers, (b) oversight of bid process undertaken by the architects and construction managers, (c) oversight of bid reviews and bid award recommendations, again undertaken as part of basic services of the architects and construction managers, (d) presentation of bid award recommendations to District staff and Board of Trustees for approval, (e) administration of pre-bid contractor qualifications and checks, (f) oversight of construction agreements with bonds and insurance review, (g) attendance at pre-bid and pre-construction correspondence to represent District's interests, (h) review of meeting minutes and follow through on District decision requests, (i) review of all pay requests for contract conformance, (j) pay request coordination with District, (k) coordination of documentation with independent labor compliance consultant; and (l) oversight of change order review process by architects and construction managers and/or contractors, including analyzing, responding to and negotiating claims.

2.9.4. Post Construction Phase. The Program Manager shall assist the District in: (a) oversight of project closeout with DSA by architect/engineer, inspector and contractors, including all change orders, coordination of notice of completion and retention, (b) oversight of punch list and maintenance period criteria, training sessions for staff for operation and maintenance procedures for equipment (HVAC, fire alarms, phones, bell systems, etc.), and (c) assist District in preparation of Office of Public School Construction ("OPSC") audits.

2.10. Communications. The Program Manager shall develop a communication plan to appraise the District and community of the progress of the projects on an ongoing basis.

2.10.1. Components of the Communication Plan: The plan will include the following components: (a) written bi-monthly reports covering current activities, (b) monthly summary presentation to the Board of Trustees on progress towards goals, (c) quarterly reports regarding adherence to schedules, budgets, sources of funding, and progress of major projects including any disputed invoices or payment disputes, (d) supply of information for newsletters, website updates, and information to local media outlets as required, and (e) attending public forums and meetings as necessary to keep parents and residents informed.

2.11. Labor Relations/Labor Compliance Program.

2.11.1. Determination of Labor Compliance Program Requirements. The Program Manager shall oversee the development, implementation and enforcement of a labor compliance program under Labor Code§ 1777.1.

2.11.2. Development of Labor Compliance Program. The Program Manager shall assist the District in processing the District's approved labor compliance program for adoption by the District's Board of Trustees and approval by the Department of Industrial Relations.

2.12. Program Manager Work Product. The entire work product of Program Manager and its Sub-Consultants prepared or generated in connection with this Agreement is the property of the District. If the District exercises the right to terminate this Agreement pursuant to the terms hereof, upon request of the District, Program Manager shall assemble and transmit to the District all of the work product of the Program Manager and its Sub-Consultants generated, prepared, reviewed or compiled in connection with this Agreement and the Basic Services and authorized Additional Services hereunder. Upon request of the District, the Program Manager shall make available to the District all work product completed or in progress at the time of such a request.

### **3. ADDITIONAL SERVICES**

No Additional Services shall be performed without the prior written authorization of the District.

### **4. DISTRICT COOPERATION & RESPONSIBILITIES**

The District agrees to pay Program Manager as specified herein in Article 5 upon receipt of an invoice from Program Manager. The District shall use reasonable efforts to pay approved invoices within 30 days of receipt. Invoices that are not paid within 60 days of receipt shall bear interest at a rate not to exceed 10% per annum beginning on the 60<sup>th</sup> day after receipt by the District.

The District hereby agrees to fully cooperate with Program Manager by furnishing all necessary District records, documents and information and to make District personnel available for consultation and information as needed to perform the work identified herein.

- 4.1. Information. The District agrees to use its best efforts to provide all necessary information relative to the proposed scope of work on a timely, diligent and accurate basis. The District shall also provide the Program Manager with full information regarding the District Facilities Program and the Projects therein.
- 4.2. Updates/Revisions to District Provided Information. The District will provide the Program Manager with updates/revisions of information upon the District's receipt thereof. The District will provide the Program Manager with additional information obtained or received by the District relating to the Projects, including without limitation, the District's facility plan and all previous program or project management information promptly.
- 4.3. Limitations on Program Manager Use of District Provided Information. The District shall retain title to and the right of possession to all information furnished to the Program Manager. The Program Manager shall be bound by any confidentiality or proprietary agreement required by the District before accepting receipt of confidential or proprietary information. In the event of termination of this Agreement for any cause, the Program Manager shall immediately deliver to District all items the Program Manager has possession, custody or control over, whether complete or in process.
- 4.4. District Representative. Within ten (10) days of the date of this Agreement, the District shall designate a person to act as the District Representative and shall notify the Program Manager of said designation. The District Representative is authorized to act on behalf of the District with respect to this Agreement and to carry out the District's responsibilities under this Agreement.

## **5. PROGRAM MANAGEMENT FEE**

- 5.1. Contract Price. Program Manager agrees to provide Program Management and Implementation Services. The District shall compensate Program Manager the contract price of Four and Three Quarters Percent (4 $\frac{3}{4}$ %) of the Project Costs, as that term is defined below, of each Project within the District Facilities Program approved by the Board of Trustees and under management during the term of this Agreement (hereinafter, "Contract Price").
- 5.2. Project Costs. Project Costs shall be defined as all costs, fees, and expenses to be paid by the District during the term of this Agreement related to Projects under management by Program Manager, including but not limited to those costs, fees and expenses related to the planning, design, bidding, management and construction of Projects undertaken by the District. At the commencement of Basic Services for each such Project, Project Costs shall be calculated based on the Master Program Budget (excluding therefrom any Program Management fees and any fees or costs related to securing funding, including bond counsel fees, underwriting fees, financial consultant fees, escrow fees etc.). Every six months thereafter until completion, the Master Program Budget and the Project Costs shall be recalculated as needed to incorporate any changes approved by the Board of Trustees.

As noted in the definition of Project Costs, the fee will adjust as necessary as the Project budgets and Project Costs are adjusted to include new components, phases, parts or sub-projects. These adjustments shall not include any fee adjustment related to change orders



resulting from errors on the part of the Program Manager, a contractor, developer, architect, engineer or any professional consultant.

5.3. District Payments to Program Manager.

5.3.1. Initial Payments. The District agrees to pay Program Manager three payments of Fifty Thousand Dollars (\$50,000.00) each on the first of each of the following months, October, November, December 2012, for the purposes of compiling the list of Projects to be included in the District Facilities Program, the Master Project Budget and the Master Project Schedule for review and approval by the Board of Trustees.

5.3.2. Subsequent Payments. Thereafter, payment of Contract Price shall be based on the aggregate of Project Costs in progress, payable pro rata for each such Project under program management. The payments shall be calculated as follows: (1) the total Project Costs, as defined herein, shall be multiplied by 4¾% (the "Fee"); (2) this amount shall then be divided by the number of months projected in the Master Project Schedule for completion of the Project and adjusted by an equitable share of the Initial Payments reasonably allocated over the term of the Agreement or District Facilities Program. This shall establish the "Average Fee". Program Manager shall be paid the Average Fee monthly for the duration of the Projects under program management up to the maximum fee specified above in 4.1. Program Manager shall submit monthly invoices consistent with the formula described above.

5.4. Expenses. The Contract Price shall include all expenses of Program Manager but shall not include the costs and expenses of third party Professional Consultants. The Contract Price includes all ordinary business expenses including travel, meals, mileage, photocopying, facsimile charges and office supplies.

5.5. Reports to Superintendent and District Board of Trustees. Program Manager shall provide periodic reports to the Superintendent and Board of Trustees outlining, among other items, project-by-project progress, project budget, project actual cost, any issues or concerns and estimated dates of completion. The periodic reports shall occur on a minimum of semi-annual basis and, if requested by the District, on a quarterly basis.

5.6. Additional Services. If the District shall approve or direct Program Manager to perform or provide Additional Services in this Agreement, Program Manager shall be compensated for its personnel providing such Additional Services pursuant to a mutually agreed upon fixed price. Program Manager shall include agreed upon compensation for any Additional Services with its monthly invoices.

## 6. **INDEPENDENT CONTRACTOR STATUS**

It is understood that Program Manager is an independent contractor and is responsible for accomplishing the results required herein within the timelines contemplated by the parties. Program Manager shall not act as an agent, officer or employee of the District nor shall it have the authority to contract on behalf of the District. With the exception of the fees due to Program Manager from time to time for the services expressly contemplated herein, the District shall not be liable to Program Manager for any payments, benefits, losses, costs, expenses, injuries or damages

to Program Manager, Program Manager's property or any of Program Manager's employees, agents, directors or shareholders.

## 7. CONFIDENTIALITY OF INFORMATION

All information and records obtained by Program Manager in the course of providing the professional services contemplated under this Agreement shall be confidential. Program Manager acknowledges the confidential nature of information provided by persons protected by laws such as 5328 of the California Welfare & Institutions Code. Program Manager agrees that it shall not at any time or in any manner, either directly or indirectly, disclose such information to a third party or use such information for Program Manager's own benefit without the written consent of the District. Program Manager will protect such information and treat it as strictly confidential. Program Manager further acknowledges that the District, a public entity, is bound by the California Public Records Act and that it may be required to produce certain requested information or make said information public. Program Manager will defer such matters to the District or its legal counsel for determination and shall fully cooperate with the District in compiling requested information when needed.

## 8. TERMINATION

- 8.1. Termination for Cause. In the event Program Manager fails or refuses to reasonably perform the provisions of the scope of work, Program Manager shall be deemed in default in the performance of this Agreement. Notice shall be given to Program Manager by District, as provided in this agreement, specifying the nature of such default. Program Manager shall have twenty-one (21) calendar days, upon receipt of said notice of default, to cure such default. If, within said period, Program Manager cures the condition or violation or makes satisfactory arrangements for the correction thereof with the District, the default shall be deemed cured.

If Program Manager fails to cure the default, the District may terminate for cause on the date that is thirty (30) calendar days after the expiration of the period to cure, or on any date specified by District thereafter (each, a "Termination Date"). Cause shall include: (a) Program Manager's failure or refusal to reasonably perform the provisions of the Basic Services and/or Additional Services; (b) any act by Program Manager exposing the District to liability to others; (c) Program Manager becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (d) if Program Manager disregards applicable laws, codes, ordinances, rules or regulations. The District shall be responsible for paying Program Manager for any earned fees based on the percent of work completed on those Projects under management that remain unpaid at the Termination Date. Any dispute regarding the amount of earned and unpaid fees shall be resolved through the dispute resolution provisions of this Agreement.

- 8.2. Termination for Convenience. The District may terminate the contract without cause by providing sixty (60) days written notice of termination. If termination for convenience occurs the District will pay Program Manager for any earned professional fees that remain unpaid, calculated based on Projects completed to the date of termination plus the percent completed of those Projects still under program management. In addition, the District agrees to pay Program Manager an amount equal to 18% of the remaining balance of the Contract Price defined in Article 5.1 or the remaining balance of the Contract Price,

whichever is less, as liquidated damages for early termination. The Parties agree this amount reasonably reflects both the general effort and services delivered by Program Manager and the potential benefit derived by District from services provided to the date of termination. Any dispute regarding the amount of earned and unpaid fees shall be resolved through the dispute resolution provisions of this Agreement.

- 8.3. Suspension of Services. The District may, in its discretion, suspend all or a part of the Basic Services and/or Additional Services for such duration as determined solely by the District. If the period of suspension directed by the District exceeds sixty (60) or more consecutive calendar days and such suspension is not caused in whole or in part by the neglect or fault of the Program Manager or any District approved Sub-Consultant or Program Manager's breach of this Agreement, upon resumption of the Basic Services, the Contract Price shall be subject to adjustment to reflect actual costs and expenses incurred by the Program Manager as a direct and sole result of the suspension directed by the District.
- 8.4. Project Abandonment. Upon abandonment of a Project by the District, the District will make payment to Program Manager for the Basic Services and authorized Additional Services provided prior to the effective date of abandonment of the Project. Project Abandonment is defined as the decision by the District's Board of Trustees to completely abandon the design, funding or construction of a particular Project contained within the District Facilities Program. Abandonment by the District may include a decision by the Board of Trustees to abandon the District Facilities Program as a result of the non-passage of Measure R, after considering whether other funds from other sources (i.e., State Facilities Program, state aid, hardship etc.) are available to complete a portion of the District Facilities Program or one or more Projects thereof. Abandonment shall not include the relocation of a Project, reprioritization of a Project or the placement on hold of a Project.

**9. INSURANCE**

- 9.1. Insurance Policies; Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by Program Manager and its Sub-Consultants are:

Workers Compensation	Statutory Limits
Employers Liability	\$1,000,000
Commercial General Liability (including coverage For Bodily Injury or Death, Property Damage and Automobile Liability-Property Damage, Bodily Injury or Death)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	\$1,000,000

- 9.2. Workers' Compensation and Employers Liability Insurance. Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability

benefit and other similar employee benefits. Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment by Program Manager or a Sub-Consultant. The Employer's Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained hereunder.

9.3. Commercial General Liability and Property Insurance. Commercial General Liability and Property Insurance shall provide coverage for the types of claims set forth below which may arise out of or result from Program Manager's services under this Agreement and for which Program Manager may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Program Manager's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained by: (a) a person as a result of an offense directly or indirectly related to employment of such person by Program Manager or (b) by another person; (iii) claims for damages due to injury to or destruction of tangible property, including loss of use resulting thereof; and (iv) contractual liability insurance applicable to Program Manager's obligations under this Agreement. District shall be an additional named insured to Program Manager's commercial general liability insurance policy.

9.3.1. Professional Liability Insurance. The policy of Professional Liability Insurance shall cover claims for errors, omissions and other conduct arising out Program Manager's performance of services under this Agreement.

9.3.2. Automobile Liability. The policy of Automobile Liability insurance shall provide coverage for claims arising out of the operation of automobiles and other motor vehicles by Program Manager in connection with performance of obligations under this Agreement.

9.3.3. Policy Endorsements; Evidence of Insurance. Program Manager agrees to deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

9.3.4. Sub-Consultants' Insurance. If Program Manager requests, and the District consents to the use of Sub-Consultant(s) to Program Manager to perform a portion of the Basic Services or authorized Additional Services, each approved Sub-Consultant shall obtain and maintain each policy of insurance with the minimum of coverage amounts set forth above for Program Manager. Notwithstanding the District's approval of a Sub-Consultant, no Sub-Consultant shall provide services until Program Manager has delivered Certificates of Insurance to the District that evidences each of the required insurance policies and the minimum coverage amounts set forth herein.

## **10. NOTICES**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below. All notices, demands, requests or approvals from Program Manager to District shall be addressed to District as follows:

**Oxnard School District**  
Mr. Jeff Chancer, Superintendent  
1051 South "A" Street  
Oxnard, CA 93030-7442

All notices, demands, requests or approvals from District to Program Manager shall be addressed to Program Manager as follows:

**Caldwell Flores Winters, Inc.**  
Ernesto Flores, President  
6425 Christie Avenue, Suite 270  
Emeryville, CA 94608

## **11. COMPLIANCE WITH LAWS**

The District and Program Manager hereby agree to comply with all the laws and regulations governing the operation of this Agreement, the Projects and the relationship between the Parties.

## **12. INDEMNIFICATION**

The parties each hereby agree to defend, indemnify and hold harmless the other and its officers, employees, directors, affiliates and agents, from and against any and all claims, demands, liability, losses, damages and expenses, including reasonable attorneys' fees and costs, incurred by the other which arise out of or relate to (1) injury or death of an employee, agent, Program Manager of the District, Program Manager or any contractor or subcontractor of each of the Parties to this Agreement; (2) damage to property except damage to the Work itself insured under the Project Builder's Risk Policy; (3) a breach by either party of its obligations under this Agreement; and, (4) the wrongful, willful or negligent acts or omissions of the other party, its officers, directors, employees or agents, in the performance of its obligations under this Agreement.

## **13. SEVERABILITY**

If one or more of the provisions of this Agreement are deemed to be illegal, invalid, unenforceable and/or void by a court or governmental agency with competent jurisdiction, such provision(s) shall be stricken, severed and deleted from the Agreement and the remaining provisions, terms and conditions shall in all other respects continue in full force and effect and be interpreted as if such stricken provision were so excluded.

## **14. HEADINGS**

The titles and headings of the various articles to this Agreement are used for convenience of

reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Program Manager and shall have no effect upon the construction or interpretation of this Agreement.

#### **15. PREVAILING LAW**

The parties hereby agree that this Agreement shall be interpreted and shall be governed by the laws of the State of California. The parties further agree that any action brought by either party to interpret or enforce the arbitration clause of this Agreement shall be brought and venue shall be proper in the Superior Court of California, County of Ventura, California.

#### **16. ASSIGNMENT**

Program Manager reserves the right to assign this Agreement in whole or in part to any successor or assignee with the prior written approval of the District, which shall not unreasonably be withheld.

#### **17. DISPUTES/BINDING ARBITRATION**

Written notice of any Dispute must be provided to the other party, describing specific details of the dispute within ten (10) days of the occurrence of the underlying event causing the dispute. This notice must be provided as pursuant to Article 10 of this Agreement. For a reasonable period commencing on the day written notice of Dispute was provided, but not to exceed thirty (30) days, the parties shall in good faith attempt to resolve the Dispute.

If the parties are unable to resolve the dispute by the conclusion of the thirty (30) day period, the dispute shall be submitted first to a non-binding mediation by a mediator selected by mutual agreement of the parties. The mediation shall be conducted within ninety (90) days of the date upon which the dispute was first tendered to the other party. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Program Manager commencing binding arbitration proceedings.

If the parties are unable to resolve the Dispute through the non-binding mediation, the parties shall proceed to binding arbitration in Ventura County, California. This Agreement shall be governed and interpreted by the Arbitrator in accordance with the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Program Manager.

The arbitrator shall be neutral and mutually acceptable. The parties shall be entitled to limited discovery including one set of requests for admission, interrogatories and requests for production with a maximum of 25 requests each. Furthermore, the parties will be entitled to take no more than three deposition each. The arbitrator shall determine all rights and obligations under this Agreement and the award of the arbitrator shall be final, binding, and enforceable.

Any award issued pursuant to this provision may be enforced in a court of competent jurisdiction, and each party hereby consents to that jurisdiction. The venue for arbitration shall be in Ventura County, California.

**18. ATTORNEY'S FEES**

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's actual attorney fees. As used herein, the term "actual attorney's fees" shall mean the fees actually charged for the services rendered by legal counsel to the prevailing party in connection with the enforcement of this Agreement, and shall not be limited to "reasonable attorney's fees" as determined by the court or any statute.

**19. AUTHORITY**

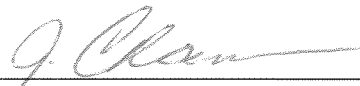
The individual(s) executing this Agreement on behalf of Program Manager warrant and represent that she/he is authorized to execute this Agreement and bind Program Manager to all terms hereof. The individual(s) executing this Agreement on behalf of the District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind the District to all terms hereof and authority granted to enter into this Agreement.

**20. ENTIRE AGREEMENT**

With the exception of the agreements for State Aid Services and Financial Advisory Services Agreements, this Agreement constitutes the entire agreement and understanding between the District and Program Manager concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing mutually executed by individuals authorized to do so on behalf of Program Manager and the District.


IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Agreement and represented that each has authority to do so on the dates set forth below.

**OXNARD SCHOOL DISTRICT**

By:   
Mr. Jeff Chancer, Superintendent

10/4/12  
Date

**CALDWELL FLORES WINTERS, INC.**

By:   
Ernesto Flores, President

10-3-12  
Date

Regular Board Meeting  
November 2, 2016

The Board of Trustees of the Oxnard School District met in regular session at 5:05 p.m. on Wednesday, November 2, 2016, at the Educational Service Center.

CALL TO ORDER

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

ROLL CALL

Genevieve Sanchez, 8<sup>th</sup> grader in Mr. De Los Santos’ class, student at R.J. Frank Academy of Marine Science & Engineering, lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Genevieve Sanchez, 8<sup>th</sup> grader in Mr. De Los Santos’ class, student at R.J. Frank Academy of Marine Science & Engineering, read the District’s Vision and Mission Statements in English and Jayleen Lopez, 7<sup>th</sup> grader in Mr. De Los Santos’ class read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Dr. Liam Joyce, Principal at R.J. Frank Academy of Marine Science & Engineering, presented slideshow on the crossing of the Channel Islands. Dr. Joyce introduced Mr. Chris Rini, Coordinator of The Wetland Grant and Crossing The Channel Program which has been provided to students for three years. Mr. Rini provided a brief summary of the program then introduced students, Rosie, Gaby, Noe and Gaby who provided their experience in the program. In closing, Dr. Joyce stated that the program is possible because of the MSAP Grant.

PRESENTATION BY R.J. FRANK ACADEMY OF MARINE SCIENCE & ENGINEERING

President 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.2 Ratification of Agreements, Special Education, pulled Agreement #16-146 with VCOE, it was a duplicate from the October 19, 2016 board meeting.

ADOPTION OF THE AGENDA

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

- A.6 Ms. Robin Freeman, Assistant Superintendent, Educational Services, provided a detailed report on the District’s Title III funds which enhance the academic achievement of English Learners.

STUDY SESSION TITLE III PRESENTATION

Following discussion, the Board thanked Ms. Freeman for the report.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION November 2, 2016:

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



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

PUBLIC COMMENT  
CLOSED SESSION

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

- ANTICIPATED LITIGATION – one (1) case

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
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT:
  - Director, English Learner Services
- PUBLIC EMPLOYEE(S) EVALUATION:
  - Deputy/Assistant Superintendents

Trustees convened to closed session at 5:58 p.m. until approximately 7:05 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board of Trustees took the following action during closed session:

REPORT ON CLOSED  
SESSION

- On motion by Trustee Morrison seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees appointed Dr. Marlene Batista to the position of Director, English Learner Services.

(Motion #16-41)

The Board of Trustees recognized 20 students that were present for the board meeting who had read one million words with a t-shirt that stating “I read 1,000,000,00 words, what’s your super power”.

RECOGNITION OF  
OXNARD SCHOOL  
DISTRICT’S MILLION  
WORD READERS

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll of 5-0; the Board of Trustees adopted and presented Resolution #16-13 in Recognition of School Psychology Awareness Week, November 14-18, 2016.

RESOLUTION #16-13  
“2016 SCHOOL  
PSYCHOLOGY  
AWARENESS WEEK”  
(Motion #16-42)

The Board of Trustees recognized Jesse Tapia, Program Director, Oxnard Scholar After School Program for receiving the State of California Expanded Learning Emerging Leadership Award.

RECOGNITION OF JESSY  
TAPIA, PROGRAM  
DIRECTOR, OXNARD  
SCHOLARS

Dr. Morales introduced Mr. David Fateh, the new Director of Facilities.

INTRODUCTION OF NEW ADMINISTRATOR

B.1 Clerk Cordes read the Rules For Individual Presentations in English and in Spanish.

RULES FOR PRESENTATIONS

The following individual addressed the Board of Trustees:

PUBLIC COMMENT

- Daphne Fletcher with HPM Books regarding the district's participating in collection of the history and photos from the Oxnard School District to include in a book.

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

CONSENT AGENDA (Motion #16-43)

C.1 Approved the following agreements:  
Academic:

(Approval of Agreements)

- #16-149 with JDL Horizons LLC, to provide Haydock staff training and support to implement the Panasonic Broadcasting equipment as part of the school's Video and Music Production Club; amount not to exceed \$5,800.00, to be paid with MSAP Grant Funds;
- #16-151 with Buck Institute for Education, will provide two (2) follow-up training days in Project Based Learning for up to 35 educators from the OSD's three (3) middle school academies on Saturday, November 5, 2016, and Saturday, December 3, 2016; amount not to exceed \$12,000.00, to be paid with MSAP Grant Funds;
- #16-152 with Our Lady of Guadalupe Parish School, in reference to allocated Title III Funding, OSD is required to serve EL students enrolled in private schools upon request from administration of that private school; Title III allocation to Our Lady of Guadalupe Parish School is \$1,751.00;
- #16-153 with St. Anthony's School, in reference to allocated Title III Funding, OSD is required to serve EL students enrolled in private schools upon request from administration of that private school; Title III allocation to St. Anthony's School is \$2,294.00;
- #16-154 with Santa Clara School, in reference to allocated Title III Funding, OSD is required to serve EL students enrolled in private schools upon request from administration of that private school; Title III allocation to Santa Clara School is \$5,011.00.

Enrichment:

- #16-147 with The Outdoor School at Rancho Alegre, for 105 5<sup>th</sup> graders from Marshall School to participate in an instructional program of Outdoor Science & Conservation Education, June 6-8, 2017, at the Santa Barbara location; costs are \$268.00 per student, \$134.00 per district staff member, and the total including insurance and round-trip school bus transportation, is not to exceed \$24,300.00, costs will be paid from the Donation – Science Camp Fund;
- #16-148 with The Outdoor School at Rancho Alegre, for 120 6<sup>th</sup> graders from Soria School to participate in an instructional program of Outdoor Science & Conservation Education, December 12-16, 2016, at the Santa Barbara location; costs are \$268.00 per student, \$134.00 per district staff member, and the total including insurance and round trip school bus transportation, is not to exceed \$37,612.00, costs will be paid with PTA and ASB Funds;

- #16-157 with Oxnard Performing Arts Center for use of facilities, Tuesday, November 29, 2016, for Awards of Excellence Ceremony; amount not to exceed \$1,700.00, to be paid with General Funds.

Special Education:

- #16-158 with Exceptional Educational Consultants Inc., to review Individual Educational Plans upon request and provide suggestions and corrections; amount not to exceed the hourly rate of \$75.00, to be paid with Special Education Funds.

Facilities:

- #16-143 with E.J. Harrison & Sons Inc., to provide districtwide trash pickup services, for a three (3) year term December 1, 2016 through November 30, 2019; at an annual cost of \$216,482.08 for a total of \$649,446.24, to be paid with General Funds.

C.2 Ratified the following agreements:

(Ratification of Agreements)

Support Services:

- #16-156 with Lynne Aoki, to provide evaluative services required for the MSAP Grant; amount not to exceed \$59,500.00, to be paid with MSAP Grant Funds.

C.3 Set the date of Wednesday, December 7, 2016, at 7:00 p.m. as the date and time for the annual organizational meeting of the Board and directed the Ventura County Office of Education be notified.

(Annual Board Organization Meeting)

C.4 Approved request for the MSAP Project Director, Ms. Debra West, to attend the Magnet Schools Assistance Program Project Director’s meeting in Washington, D.C., December 5<sup>th</sup> and 6<sup>th</sup> 2016; amount not to exceed \$5,000.00, to be paid with MSAP Grant Funds.

(Approval of Request to Attend Out-Of-State Conference – Washington, D.C.)

C.5 Approved the amendment to the employment contract for the District Superintendent.

(Approval of Employment Contract Amendment: District Superintendent)

C.6 Scheduled December 7, 2016 for the Public Hearing for the California School Employees Association’s, Chapter 272 (“CSEA”) and the Oxnard School District’s (District) initial proposals for 2016-17 negotiations, pursuant to Government Code Section 3547.

(Approval to Set Date for Public Hearing re: Sunshine of the CSEA’s, Chapter 272 and the Oxnard School District’s Initial Proposals for 2016-17 Negotiations, Pursuant to Government Code 3547)

C.7 Approved the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #15-02, Roof Replacement Project 2016 – Sierra Linda with Craig Roof Company Inc.

(Approval of Notice of Completion, Roof Replacement Project 2016 – Sierra Linda, Bid #15-02)

C.8 Approved the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #15-02, Roof Replacement Project 2016 – Haydock Academy of Arts & Sciences with Craig Roof Company Inc.

(Approval of Notice of Completion, Roof Replacement Project 2016 – Haydock Academy of Arts & Sciences, Bid #15-02)

- |  |   |
|--|---|
| <p>C.9 Approved the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #15-02, Roof Replacement Project 2016 – Fremont Academy of Environmental Science &amp; Innovation Design with Letner Roofing.</p>  | <p>(Approval of Notice of Completion, Roof Replacement Project 2016 – Fremont Academy of Environmental Science &amp; Innovation Design, Bid #15-02)</p> |
| <p>C.10 Approved No-Cost Change Order #001 to Agreement #16-140 with Fence Factory for the Harrington School Fence Project 2016.</p>   | <p>(Consideration and Approval of No-Cost Change Order #001 to Agreement #16-140 with Fence Factory for the Harrington School Fence Project 2016)</p>   |
| <p>C.11 Adopted Resolution #16-15 incorporating the revisions through the Oxnard School District’s Biennial Review of Conflict of Interest Code, as presented.</p>   | <p>(Adopting of Resolution #16-15 – Biennial Review of Conflict of Interest Code)</p>   |
| <p>C.12 Approved Purchase Order/Draft Report #16-03, as submitted.</p>   | <p>(Purchase Order/Draft Payment Report #16-03)</p>   |
| <p>C.13 Received enrollment reports for the months of August, September and October 2016, as submitted.</p>  | <p>(Enrollment Reports)</p>   |
| <p>C.14 Approved the establishment, abolishment, reduction or increase in hours for classified positions:<br/>Establish:</p> <ul style="list-style-type: none"> <li>▪ An eight hour, 246-day Secretary, position number 7928, to be established in the Assessment Accountability &amp; Special programs department. This position will be established to support the Manager of Special Programs with ASES grant and Title I.</li> <li>▪ An eight hour, 203-day School Occupational Therapist, position number 7936, to be established in the Special Education department. This position will be established to meet students’ needs.</li> <li>▪ An eight hour, 210-day Attendance Accounting Technician, position number 7935, to be established at San Miguel School. This position will be established to provide support.</li> <li>▪ A five hour and forty-five minute, 183 day Paraeducator II, position number 7927, to be established in Special Education department. This position will be established to provide additional support.</li> <li>▪ A five hour and forty-five minute, 183 day Paraeducator III, position number 7926, to be established in Special Education department. This position will be established to provide additional support.</li> </ul> | <p>(Establish/Abolish/Reduce/Increase Hours Of Positions)</p>   |

**FISCAL IMPACT:**

Cost for Secretary-\$69,839 General  
 Cost for School Occupational Therapist-\$102,429 Special Ed.  
 Cost for Attendance Technician-\$65,357 General  
 Cost for Para II-\$26,453 Special Ed.  
 Cost for Para III-\$27,141 Special Ed.

C.15 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>		
Jacqueline Gonzales	Substitute Teacher	2016/2017 School Year
Rusty Lanning	Substitute Teacher	2016/2017 School Year

Intervention Services Providers (less than 20 hours per week not to exceed 75% or 135 days a year)

Linda King	Driffill	October 10, 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>		
Canchola Ventura, Juan	Paraeducator II, Position #6177 Special Education 5.75 hrs./183 days	10/05/2016
Duchon, Jill	Child Nutrition Worker, Position #2838 Frank 4.0 hrs./185 days	10/11/2016
Fateh, Navid David	Director of Facilities, Position #7354 Facilities 8.0 hrs./246 days	11/02/2016
Lee, Claudia	Paraeducator I, Position #2805 Harrington 4.0 hrs./183 days	10/07/2016
Sims, Elizabeth	Paraeducator I, Position #7183 McAuliffe 2.0 hrs./183 days	10/05/2016
Thompson, Raneshia	Paraeducator III, Position #2396 Special Education 5.75 hrs./183 days	10/03/2016
<u>Limited Term</u>		
Johnson, Crystal	Health Care Technician	10/03/2016
Magante, JL	Paraeducator	10/14/2016
Vasquez Mendoza, Anita	Paraeducator	10/18/2016
Weatherford, Jessica	Paraeducator	10/17/2016
<u>Exempt</u>		
Ayala, Alicia	Campus Assistant	08/18/2016
Pantoja, Jesus	AVID	09/13/2016

Promotion

Coke, Veronica	Child Nutrition Cafeteria Coordinator, Position #1075 Brekke 8.0 hrs./189 days	10/10/2016
	Child Nutrition Worker, Position #2426 Fremont 5.5 hrs/185 days	

Increase in Hours

Delgado, Gabriela	Paraeducator III, Position #1942 Special Education 5.75 hrs./183 days	09/21/2016
	Paraeducator III, Position #1942 Special Education 5.0 hrs./183 days	

In Lieu of Layoff

De Martinez, Jill	Office Assistant II, Position #1212 Fremont 6.0 hrs./203 days	11/21/2016
	Office Assistant II, Position #547 San Miguel 6.0 hrs./203 days	

Return from Leave of Absence

Resendiz, Monica	Child Nutrition Worker, Position #2160 Harrington 5.0 hrs./185 days	10/17/2016
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Resignation

Amezcuca, Daisy	Accounting Specialist III, Position #1810 Budget 8.0 hrs./246 days	10/28/2016
Garcia, Ivon	Paraeducator III, Position #2683 Special Education 5.75 hrs./183 days	10/13/2016

Retirement

Carbajal, Raquel	Child Nutrition Worker, Position #1835 Elm 5.0 hrs./185 days	12/31/2016
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D.1 Ms. Robin Freeman, Assistant Superintendent, Educational Services, and Ms. Debra West, the Project Director, MSAP provided a presentation on promoting implementing change at the middle school academies. Following decision, on motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved Agreement #16-150 with G & D Associates, to continue to support the district and school teams with implementation of change management strategies, effective magnet promotion, development of marketing collateral and branding; amount not to exceed \$57,300.00, to be paid with MSAP Grant Funds.

APPROVAL OF AGREEMENT #16-150 G & D ASSOCIATES  
  
(Motion #16-44)

D.2 Ms. Robin Freeman, Assistant Superintendent, Educational Services introduced Ms. Anna Thomas, Director, Curriculum, Instruction and Accountability who provided a detailed report on the Single Plan for Student Achievement for all 20 schools. Following discussion, on motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved the Single Plan for Student Achievement for all 20 elementary and middle schools, as presented.

APPROVAL OF SINGLE PLAN FOR STUDENT ACHIEVEMENT (20 SCHOOLS  
(Motion #16-45)

The Board requested a review of the plans in three months to compare the results. Dr. Morales stated administration would schedule an update in the Spring. They also requested the plans be grouped by K-5, K-8 and 6-8 so that they could compare the plans more easily.

E.1 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 minutes of October 12, 2016, special board meeting, as submitted.

APPROVAL OF BOARD MINUTES  
(Motion #16-46)

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, ADMINISTRATIVE REGULATIONS AND BYLAWS

Revision BP 1312.3 and AR 1312.3	Community Relations UNIFORM COMPLAINT PROCEDURES	Vaca
Revision AR 1312.4 and E(2) 1312.4	Community Relations WILLIAMS UNIFORM COMPLAINT PROCEDURES	Vaca
Revision AR 3580	Business and Noninstructional Operation DISTRICT RECORDS	Vaca

F.2 On motion by Trustee Duff, seconded by Trustee O’Leary 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 #16-47)

Revision E 9270	Board Bylaws CONFLICT OF INTEREST	Cline
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Dr. Cesar Morales:

SUPERINTENDENT ANNOUNCEMENTS

- Announced the passing of Claudia Harrison, Executive Director of First 5 Ventura County, the early learning, health and supporting parents program.
- Announced that November 8, 2016 is election day and request all to go out and vote, there are very important initiatives on the ballot that will affect education in a positive way.
- Announced that Saturday is the STEM Carnival at Marshall School sponsored by California State University Channel Islands. Thanked everyone involved especially the Oxnard Police Department Explorers for the assistance with traffic management.
- Welcomed Ruth Osuna, new Assistant City Manager, looking forward to working with the City on new development and permits.
- Distributed OSD Pride Pins to the Board Members and reported he will be developing a campaign to honor special things going on in the district.
- Thanked the following schools Driffill, McAuliffe and Fremont for the amazing bulletin boards in the Board Room.
- Reported he has been meeting with the Superintendents of the Plain and the Technology Team to develop a two way communication on data.
- In conclusion, he shared highlights for the week from different school’s sites.

Mr. Albert Duff Sr.:

TRUSTEE ANNOUNCEMENTS

- Reported he visited Harrington School, took a tour of the new campus with Principal Ramirez and reported there 550 students attending Harrington.
- Reported he also visited Elm School, took a tour with Principal Ramos, spoke with teachers and students and reported there are 720 students and they are in dire need of a new campus.

Mr. Denis O’Leary:

- Thanked the community for the support they provide to the education of children. The past few weeks he has been walking the neighborhoods and for the most part they are supportive to the teachers and school staff; the district is moving forward.

Mr. Ernest Morrison:

- Reported he is looking forward to the groundbreaking ceremony at Elm School. He also requested staff provide an aerial photograph of the fence design at Harrington and Elm School.
- Inquired about a special board meeting in November or December. Dr. Morales informed the Board that there would be a special board meeting on December 14, 2016 for the GMP for the Elm project.
- Wished everyone the very best Thanksgiving.

Mrs. Debra M. Cordes:

- Thanked Ms. Freeman and Ms. Thomas for the great presentation earlier in the evening. Inquired about the Safety Plans for each school, if they are posted on the district website and also the translation to Spanish for each school.
- Reported she visited Lemonwood on SIP Day and they were watching a video about traumatized children named Paper Tigers.
- Sent her condolences to the family of Jimmy Ramirez.
- Reported she was looking forward to the groundbreaking at Elm School on Friday.

Mrs. Veronica Robles-Solis:

- Reported she is also looking forward to the groundbreaking at Elm School on Friday; funds for the project are coming from Bond Measure “R”.
- Reported she has been walking neighborhoods the last few weeks to support the School Bond Measure D on the ballot. She saw how students live and what the district provides to the students makes a difference and requested that the community get involved to assist the children of the community.

There being no further business, on motion by Trustee Cordes, seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 8:51 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 November 2, 2016; on motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.



Signed:

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President of the Board of Trustees

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Clerk of the Board of Trustees

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Member of the Board of Trustees

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Member of the Board of Trustees

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Member of the Board of Trustees

OSD BOARD AGENDA ITEM

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

Date of Meeting: **January 18, 2017**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_  
Agreement Category:

- \_\_\_\_ Academic
- \_\_\_\_ Enrichment
- \_\_\_\_ Special Education
- \_\_\_\_ Support Services
- \_\_\_\_ Personnel
- \_\_\_\_ Legal
- \_\_\_\_ Facilities

- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading   X

**UNIFORM COMPLAINT PROCEDURES – BP and AR 1312.3: Revision (Vaca)**

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The policy and regulation have been updated to meet Federal Program Monitoring (FPM) requirements.

**FISCAL IMPACT:**  
None.

**RECOMMENDATION:**  
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised policy and regulation, as presented.

**ADDITIONAL MATERIAL(S):**  
BP 1312.3 Uniform Complaint Procedures (six pages)  
AR 1312.3 Uniform Complaint Procedures (seven pages)

## UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to comply with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, and bullying, and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR ~~4620~~ 4600-4670) A complaint may also be filed regarding violations of state laws or regulations related to pupil fees.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing consolidated categorical aid programs ~~migrant education, child care and development programs, child nutrition programs, and special education programs~~, *after school education and safety programs, tobacco use prevention education, compensatory education, Every Child Succeeds Act/No Child Left Behind, migrant education, child care and development programs, child nutrition programs, and special education programs and any other district-implemented program which is listed in Education Code 64000(a).* (5 CCR 4610)

*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 3555 - Nutrition Program Compliance)*  
*(cf. 5141.4 - Child Abuse Prevention and Reporting)*  
*(cf. 5148 - Child Care and Development)*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6174 - Education for English Language Learners)*  
*(cf. 6175 - Migrant Education Program)*  
~~*(cf. 6178 - Career Technical Education)*~~  
~~*(cf. 6178.1 - Work Based Learning)*~~  
~~*(cf. 6178.2 - Regional Occupational Center/Program)*~~  
~~*(cf. 6200 - Adult Education)*~~

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any person in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610).

**UNIFORM COMPLAINT PROCEDURES** (continued)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222).

*(cf. 5146 - Married/Pregnant/Parenting Students)*

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610).

*(cf. 3260 - Fees and Charges)*  
*(cf. 3320 - Claims and Actions Against the District)*

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075).

*(cf. 0460 - Local Control and Accountability Plan)*

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2).

*(cf. 6173.1 - Education for Foster Youth)*

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2).

*(cf. 6173 - Education for Homeless Children)*

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the

**UNIFORM COMPLAINT PROCEDURES** (continued)

student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3).

*(cf. 6152 - Class Assignment)*

9. ~~Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223).~~

*(cf. 6142.7 - Physical Education and Activity)*

- 9 ~~10~~. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

- 10 ~~11~~. Any other complaint as specified in a district policy

The Board prohibits any form of retaliation against any complainant in the complaint process. The Board shall ensure that complainants are protected from retaliation and the identity of a complainant alleging discrimination, harassment, intimidation, or bullying, will remain confidential as appropriate. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedure, whenever all parties to a complaint agree to try to resolve the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.

The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation, or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

**UNIFORM COMPLAINT PROCEDURES** (continued)

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 5125 - Student Records)*  
*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

1. Sufficiency of textbooks or instructional materials
2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff
3. Teacher vacancies and misassignments

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of discrimination  
222 Reasonable accommodations; lactating students  
8200-8498 Child care and development programs  
8500-8538 Adult basic education  
18100-18203 School libraries  
32289 School safety plan, uniform complaint procedure  
35186 Williams uniform complaint procedure  
48853-48853.5 Foster youth  
48985 Notices in language other than English  
49010-49013 Student fees  
49060-49079 Student records  
49069.5 Rights of parents  
49490-49590 Child nutrition programs  
51210 Courses of study grades 1-6  
51223 Physical education, elementary schools  
51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements  
51228.1-51228.3 Course periods without educational content  
52060-52077 Local control and accountability plan, especially  
52075 Complaint for lack of compliance with local control and accountability plan requirements  
52160-52178 Bilingual education programs  
52300-52490 Career-technical education  
52500-52616.24 Adult schools  
52800-52870 School-based coordinated programs  
54000-54028 Economic impact aid programs  
54440-54445 Migrant education  
54460-54529 Compensatory education programs  
56000-56867 Special education programs  
59000-59300 Special schools and centers  
64000-64001 consolidated application process

**UNIFORM COMPLAINT PROCEDURES (continued)**

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6601-6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Sections 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

*Management Resources:*

*U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS*

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Questions and Answers on Title IX and Sexual Violence, April 2014*

*Dear Colleague Letter: Bullying of Students with Disabilities, August 2013*

*Dear Colleague Letter: Sexual Violence, April 2011*

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001*

*U.S. DEPARTMENT OF JUSTICE PUBLICATIONS*

*Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 2002*

**UNIFORM COMPLAINT PROCEDURES (continued)**

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

U.S. Department of Justice: <http://www.justice.gov>

Policy

Adopted: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016;

*January 18, 2017*

**OXNARD SCHOOL DISTRICT**

Oxnard, California



**UNIFORM COMPLAINT PROCEDURES**

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

This document presents information about how the Oxnard School District processes UCP complaints concerning particular programs or activities in which we receive state or federal funding. A complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, which may include an allegation of unlawful discrimination, harassment, intimidation, and bullying. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or allegations of unlawful discrimination, harassment, intimidation, and bullying in programs and activities funded directly by the state or receiving any financial assistance from the state. If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the public agency shall assist the complainant in the filing of the complaint.

Programs or activities in which the Oxnard School District receives state or federal funding are:

- Consolidated Categorical Aid Programs
- Migrant Education
- Child Care and Developmental Programs
- Child Nutrition Programs
- Special Education Programs
- Safety Planning Requirements

This document also applies to the filing of complaints which allege unlawful discrimination (such as harassment, intimidation, and bullying) or retaliation against any protected group, including those with actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, marital or parental status, or genetic information or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance.

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

1. Allegations of child abuse shall be referred to County Dept. of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

**UNIFORM COMPLAINT PROCEDURES (continued)**

- 2. Health and safety complaints regarding a Child Development Program shall be referred to Dept. of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
- 3. Employment discrimination complaints shall be sent to the State Dept. of Fair Employment and Housing (DFEH).
- 4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

**The responsibilities of the Oxnard School District**

The Oxnard School District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities and/or alleging discrimination, harassment, intimidation, and bullying and seek to resolve those complaints in accordance with our UCP procedures.

Our UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. We submitted our UCP policies and procedures to our local governing board for approval and adoption (see the top of this document for final adoption date).

The person responsible for receiving and investigating complaints and ensuring our compliance with state and federal laws and regulations is:

Name or title: Assistant Superintendent, Human Resources and Support Services

Address: 1051 South A Street, Oxnard, CA 93030

Phone Number: (805) 385-1501 ext. 2050

We ensure that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate.

We shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

**UNIFORM COMPLAINT PROCEDURES (continued)**

Our UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

Our UCP Annual Notice shall also advise that the U.S. Department of Education Office for Civil Rights (“OCR”) is a resource available to complainants to resolve discrimination complaints. The OCR can be contacted at:

San Francisco Office  
Office for Civil Rights  
U.S. Department of Education  
50 Beale Street, Suite 7200  
San Francisco CA 94105-1813  
Telephone: 415-486-5555  
FAX: 415-486-5570; TDD: 1-800-877-8339  
Email: [ocr.sanfrancisco@ed.gov](mailto:ocr.sanfrancisco@ed.gov)

A copy of this UCP complaint policies and procedures document shall be available free of charge.

**Filing a complaint with the Oxnard School District**

Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, complaints regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program.

An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying, shall be initiated by filing a complaint no later than six months from the date the alleged violation of discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged violation of discrimination, harassment, intimidation, and bullying.

The time for filing may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by our superintendent or his or her designee for good

**UNIFORM COMPLAINT PROCEDURES (continued)**

cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.

An investigation regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, shall be initiated by filing a complaint no later than one year from the date the alleged violation occurred.

The complaint shall be filed by one who alleges that he or she has personally suffered a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying prohibited by this part.

An investigation of a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.

A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges *or any requirement related to the LCAP* may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. *A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred.* (Education Code 49013, 52075; 5 CCR 4630)

~~If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them of pupil fees paid within one year prior to the filing of the complaint (Education Code 49013).~~

*If we find merit in a pupil fees, LCAP, and/or a Course Period without Educational Content complaint, we shall provide a remedy. Specifically, in Course Period without Educational Content complaints, the remedy shall go to the affected pupil. In LCAP and pupil fee complaints, the remedy shall go to all affected pupils, parents and guardians, which in the case of pupil fees, also includes reasonable efforts by us to ensure full reimbursement to all affected pupils, parents and guardians subject to procedures established through regulations adopted by the state board.*

**UNIFORM COMPLAINT PROCEDURES (continued)**

*For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)*

Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, we shall conduct and complete an investigation of the complaint in accordance with our UCP policies and procedures and prepare a written Decision; also known as a final report. This time period may be extended by written agreement of the complainant.

The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to evidence to support the allegations of non-compliance with state and federal laws and/or regulations.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the Oxnard School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We shall issue a Decision based on the evidence. The Decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the local educational agency. The Decision should contain:

- (i) the findings of fact based on the evidence gathered,
- (ii) conclusion of law,
- (iii) disposition of the complaint,
- (iv) the rationale for such disposition,
- (v) corrective actions, if any are warranted,
- (vi) notice of the complainant's right to appeal our LEA Decision *of a UCP complaint regarding all specified federal and state educational programs subject to the UCP* to the District Superintendent or CDE, and

**UNIFORM COMPLAINT PROCEDURES (continued)**

(vii) procedures to be followed for initiating an appeal to the District Superintendent or CDE.

Specifically, a complainant may appeal decisions and/or findings involving allegations of discrimination, harassment, intimidation, or bullying to the District Superintendent within 15 days of the issuance of the Decision. The complainant shall specify the reason(s) for appealing the Decision to the Superintendent and include a copy of the Decision. The Superintendent, or his/her designee, shall issue a final written letter of findings to the complainant regarding the disposition of the appeal and rationale for the disposition.

Additionally, any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

The written appeal shall specify the reason(s) for appealing the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and include a copy of the Decision. (5 CCR 4632).

The California Department of Education can be contacted at:

Office of Equal Opportunity  
California Department of Education  
1430 N Street  
Sacramento CA 95814  
Phone: 916-445-9174  
Facsimile: 916-324-9818

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint

**UNIFORM COMPLAINT PROCEDURES (continued)**

6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.

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State and Federal Laws cited:

1. 34 Code of Federal Regulations [CFR] §§ 300.510-511
2. California Code of Regulations [CCR] Title 5 §§ 4600–4687
3. California Code of Regulations [CCR] Title 5 § 4610(b)
4. California Code of Regulations [CCR] Title 5 § 4622
5. California Code of Regulations [CCR] Title 5 §§ 4630–4631
6. California Education Code [EC] §§ 200, 220, 262.3
7. California Education Code [EC] § 262.3(d)
8. California Education Code [EC] § 35186
9. Government Code [GC] §§ 11135, 11138

Regulation

approved: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016;

*January 18, 2017*

**OXNARD SCHOOL DISTRICT**

Oxnard, California

OSD BOARD AGENDA ITEM

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

Date of Meeting: **January 18, 2017**

- A. Preliminary Study Session Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda Agreement Category: \_\_\_\_\_
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading X \_\_\_\_\_

**WILLIAMS UNIFORM COMPLAINT PROCEDURES – AR 1312.4 and E(2) 1312.4: Revision (Vaca)**

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The policy regulation and exhibit have been updated to meet Federal Program Monitoring (FPM) requirements.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised regulation and exhibit, as presented.

**ADDITIONAL MATERIAL(S):**

- AR 1312.4 Williams Uniform Complaint Procedures (five pages)
- E(2) 1312.4 Williams Uniform Complaint Procedures (three pages)



## WILLIAMS UNIFORM COMPLAINT PROCEDURES

**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

### Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Textbooks and instructional materials
  - a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
  - b. A pupil does not have access to textbooks or instructional materials to use at home or after school.
  - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

2. Teacher vacancy or misassignment
  - a. A semester begins and a teacher vacancy exists.
  - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

*(cf. 4112.22 - Staff Teaching Pupils of Limited English Proficiency)*

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

*Teacher vacancy* means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

*Beginning of the year or semester* means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

*Emergency or urgent threat* means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

*Clean or maintained school restroom* means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

## **WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

*Open restroom* means, except as necessary for pupil safety or to make repairs, the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. (Education Code 35292.5)

### ~~4. High school exit examination intensive instruction and services~~

~~A pupil, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two consecutive academic years or until the pupil has passed both parts of the exam, whichever comes first. (Education Code 35186)~~

~~(cf. 6162.52 High School Exit Examination)~~

~~(cf. 6179 Supplemental Instruction)~~

### **Filing of Complaint**

A complaint alleging any condition(s) specified in items #1-3 above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

A complaint alleging any deficiency specified in item #4 above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or at a school site and shall be immediately forwarded to the Superintendent or designee. (Education Code 35186)

*The school shall have a complaint form available for such Williams Complaints.*

### **Investigation and Response**

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, the principal or designee

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

~~If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Board of Trustees at a regularly scheduled meeting. A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.~~ (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

*(cf. 1340 - Access to District Records)*

**Reports**

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

**Forms and Notices**

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. However, complainants need not use the district's Williams complaint form in order to file a complaint. (Education Code 35186)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

*Legal Reference:*

EDUCATION CODE

1240 County superintendent of schools, duties

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedure

35292.5 Restrooms, maintenance and cleanliness

37254 Supplemental instruction based on failure to pass exit exam by end of grade 12

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures, especially:

4680-4687 Williams complaints

*Management Resources:*

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

**WILLIAMS UNIFORM COMPLAINT PROCEDURES**

**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.

**COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment, or the lack of opportunity to receive intensive instruction and services to pupils who did not pass one or both parts of the high school exit examination by the end of grade 12. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested?  Yes  No

Contact Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School: \_\_\_\_\_

Course title/grade level and teacher name: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

Date problem was observed: \_\_\_\_\_

**Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.**

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- 1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
  - A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

- A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
  - Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
  - A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4681)
- A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
  - A teacher lacking credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
  - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
3. Facility conditions: (Education Code 35186, 35292.5; 5 CCR 4683)
- A condition exists that poses an emergency or urgent threat to the health or safety of pupils or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition.
  - A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
  - The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when closing of the restroom is necessary for pupil safety or to make repairs.
4. ~~High school exit exam intensive instruction and services: (Education Code 35186)~~
- ~~Pupils who have not passed the high school exit exam by the end of grade 12 were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after the completion of grade 12.~~

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of pupils or staff.

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Please file this complaint at the following location:

\_\_\_\_\_  
*(principal or title of designee of the Superintendent)*

\_\_\_\_\_  
*(address)*

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)



**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: January 18, 2017

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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading  X

**SECOND READING - REVISION TO AR 3311 – BIDS (Cline/CFW)**

The District continues to consider a variety of construction delivery methods for projects defined by its Facilities Implementation Program and Master Construct Program, including the Lease Lease-Back construction delivery method.

On September 23, 2016, the Governor of California signed Assembly Bill (AB) 2316 into law, which becomes effective January 1, 2017 and makes refinements to the K-12 lease-leaseback statutes, including stipulations on the award of contracts based on a competitive solicitation process providing the “best value” to the school district, and expressly authorizing preconstruction services by the same lease-leaseback contractor.

In particular, AB2316 requires that, *“the governing board of a school district shall adopt and publish required procedures and guidelines for evaluating the qualifications of proposers that ensure the best value selections by the school district are conducted in a fair and impartial manner.”* To comply with this requirement, the District’s legal counsel has recommended a collection of refinements to existing Board administrative regulations, building on procedures provided by the California School Boards Association (CSBA).

The attached recommended adjustments have been proposed by District Counsel for Board information and review, and were presented for the Board’s consideration during first reading at their December 14, 2016 meeting. Added language is indicated by *italicized* font.

Upon adoption at second reading, District staff, in consultation with CFW, will initiate a process pursuant to AB2316 and the adopted District procedures to update the prequalification of Lease Lease-Back contractors.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees approve the revisions to AR 3311 as presented.

**ADDITIONAL MATERIAL**

Attached: AR 3311 (7 pages)

## Bids

◀ [Previous](#) | [Next](#) ▶

### Advertised/Competitive Bids

The district shall seek competitive bids through advertisement for contracts involving an expenditure of \$15,000 or more for a public project. Public project means construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, and repair work involving a district owned, leased, or operated facility. (Public Contract Code [20111](#), [22002](#))

The district shall also seek competitive bids through advertisement for contracts exceeding the amount specified in law, and as annually adjusted by the Superintendent of Public Instruction, for any of the following: (Public Contract Code [20111](#); Government Code [53060](#))

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district
2. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
3. Repairs, including maintenance that is not a public project

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. This definition does not include, among other types of work, janitorial or custodial services and protection provided by security forces, nor does it include painting, repainting, or decorating other than touchup. (Public Contract Code [20115](#))

Unless otherwise authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the Board of Trustees requires, or else all bids shall be rejected. (Public Contract Code [20111](#))

The Board shall secure bids pursuant to Public Contract Code [20111](#) and [20112](#) for any transportation service expenditure of more than \$10,000 when contemplating that such a contract may be made with a person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of students who are to be transported. The Board may let this contract to other than the lowest bidder. (Education Code [39802](#))

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading the legal requirements of Public Contract Code [20111-20118.4](#) for contracting after competitive bidding. (Public Contract Code [20116](#))

When letting a contract for the procurement and/or maintenance of electronic data processing systems and supporting software, the Board may contract with any one of the three lowest responsible bidders. (Public Contract Code [20118.1](#))

#### Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation, circulated in the county, and may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code [20112](#))

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting. The notice shall also detail when and where project documents, including final plan and specifications, are available. Any such mandatory visit or meeting shall not occur within a minimum of five calendar days of the publication of the initial notice. (Public Contract Code [6610](#))

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code [22152](#))
2. All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security: (Public Contract Code [20107](#), [20111](#))
  - a. Cash
  - b. A cashier's check made payable to the district
  - c. A certified check made payable to the district
  - d. A bidder's bond executed by an admitted surety insurer and made payable to the district

The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code [20111](#))

3. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code [20112](#))
4. When two or more identical lowest or highest bids are received, the Board may determine by lot which bid shall be accepted. (Public Contract Code [20117](#))
5. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #a below shall be used. (Public Contract Code [20103.8](#))

- a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
- b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined.

6. Any subsequent change or alteration of a contract shall be governed by the provisions of Public Contract Code [20118.4](#).
7. After being opened, all submitted bids become public records pursuant to Government Code [6252](#) and shall be made available for review pursuant to law, Board policy, and administrative regulation.

(cf. [1340](#) - Access to District Records)

#### Alternative Bid Procedures for Technological Supplies and Equipment

Upon a finding by the Board that a particular procurement qualifies for the alternative procedure, the district may acquire computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus through competitive negotiation. This procedure shall not apply to contracts for construction or for the procurement of any product that is available in substantial quantities to the general public. (Public Contract Code [20118.2](#))

The competitive negotiation shall include, but not be limited to, the following requirements: (Public Contract Code [20118.1](#))

1. The Superintendent or designee shall prepare a request for proposals (RFP) that shall be submitted to an adequate number of qualified sources, as determined by the district, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the RFP shall be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The district shall make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the RFP is received.
4. The RFP shall identify all significant evaluation factors, including price, and their relative importance.

5. The district shall provide reasonable procedures for the technical evaluation of the RFPs received, the identification of qualified sources, and the selection for the award of the contract.
6. An award shall be made to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the district with price and all other factors considered.
7. If an award is not made to the bidder whose proposal contains the lowest price, then the district shall make a finding setting forth the basis for the award.
8. The district, at its discretion, may reject all proposals and request new RFPs.
9. Provisions in any contract concerning utilization of small business enterprises, that are in accordance with the RFP, shall not be subject to negotiation with the successful proposer.

#### Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize, by contract, lease, requisition, or purchase order, another public corporation or agency to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). (Public Contract Code [20118](#))

(cf. [3300](#) - Expenditures and Purchases)

Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code [20118](#))

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code [20118.3](#))

Perishable commodities, such as foodstuffs, needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code [38083](#))

(cf. [3551](#) - Food Service Operations/Cafeteria Fund)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code [20113](#))

(cf. [3517](#) - Facilities Inspection)

(cf. [9323.2](#) - Actions by the Board)

Bids shall also not be required for day labor under circumstances specified in Public Contract Code [20114](#). Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code [20114](#))

### Sole Sourcing

Specifications for contracts for construction, alteration, or repair of school facilities may not limit bidding, either directly or indirectly, to any one specific concern. Specifications designating a specific material, product, thing, or particular brand name shall follow the description with the words "or equal" so that bidders may furnish any equal material, product, thing, or service. (Public Contract Code [3400](#))

However, specifications for such contracts may designate a product by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or RFP, that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code [3400](#))

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source
4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

### Protests by Bidders

A bidder may protest a bid award if he/she believes that the award was inconsistent with Board policy, the bid's specifications, or was not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

### *Lease/Leaseback*

*(A) The District shall prepare a request for sealed proposals from qualified proposers. The District shall include in the request for sealed proposals an estimate of the price of the project, a clear, precise description of any preconstruction services that may be required and the facilities to be constructed, the key elements of the instrument to be awarded, a description of the format that proposals shall follow and*

*the elements they shall contain, the standards the District will use in evaluating proposals, the date on which proposals are due, the timetable the District will follow in reviewing and evaluating proposals, and the process to be used by the successful proposer for the award of subcontracts.*

*(B) The District shall give notice of the request for sealed proposals in the manner of notice provided in Section 20112 of the Public Contract Code, with the latest notice published at least 10 days before the date for receipt of the proposals.*

*(C) A proposer must be prequalified in accordance with subdivisions (b) to (m), inclusive, of Section 20111.6 of the Public Contract Code, in order to submit a proposal. If used, electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements for prospective bidders described in subdivisions (b) to (m), inclusive, of Section 20111.6 of the Public Contract Code, including the requirement for the completion and submission of a standardized prequalification questionnaire and financial statement that is verified under oath and is not a public record. These prequalification requirements shall be included in an instrument created pursuant to California Education Code § 17406(1).*

*(D) The request for sealed proposals shall identify all criteria that the District will consider in evaluating the proposals and qualifications of the proposers, including relevant experience, safety record, price proposal, and other factors specified by the District. The price proposal shall include, at the District's discretion, either a lump-sum price for the instrument to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the District. The request for proposals shall specify whether each criterion will be evaluated pass-fail or will be scored as part of the best value score, and whether proposers must achieve any minimum qualification score for award of the instrument under this section.*

*(E) For each scored criterion, the District shall identify the methodology and rating or weighting system that will be used by the District in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.*

*(F) Proposals shall be evaluated and the instrument awarded under California Education Code § 17406 in the following manner:*

*(i) All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in the request for sealed proposals.*

*(ii) The District shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposers shall be ranked from the most advantageous to the least advantageous to the District.*

*(iii) The award of the instrument shall be made by the Board of Trustees of the District to the responsive proposer whose proposal is determined, in writing by the Board of Trustees of the District, to be the best value to the District.*

*(iv) If the selected proposer refuses or fails to execute the tendered instrument, the Board of Trustees of the District may award the instrument to the proposer with the second highest best value score if the Board of Trustees of the District deems it to be for the best interest of the District. If the second selected proposer refuses or fails to execute the tendered instrument, the Board of Trustees of the District may award the instrument to the proposer with the third highest best value score if the Board of Trustees of*



*the District deems it to be for the best interest of the District.*

*(v) Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.*

*(G) The Board of Trustees of the District, at its discretion, may reject all proposals and request new proposals.*

Regulation OXNARD SCHOOL DISTRICT

approved: January 18, 2017 Oxnard, California

OSD BOARD AGENDA ITEM

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

Date of Meeting: **January 18, 2017**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_  
Agreement Category: \_\_\_\_\_  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading  X

**BUSINESS and NONINSTRUCTIONAL OPERATIONS: DISTRICT RECORDS – AR 3580:  
Revision (Vaca)**

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The regulation has been updated to meet Federal Program Monitoring (FPM) requirements.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised regulation, as presented.

**ADDITIONAL MATERIAL(S):**

AR 3580 Business and Noninstructional Operations: District Records (four pages)

**DISTRICT RECORDS**

**Classification of Records**

*Records* means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

*(cf. 1340 - Access to District Records)*

Before January 1, the Superintendent or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

*Records of continuing nature* (active and useful for administrative, legal, fiscal, or other purposes over a period of years) shall not be classified until such usefulness has ceased. (5 CCR 16022)

An inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)

*(cf. 3440 - Inventories)*

A student's cumulative record is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

*(cf. 5125 - Student Records)*

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254)

**Class 1 - Permanent Records**

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports
  - a. Official budget
  - b. Financial reports of all funds, including cafeteria and student body funds

**DISTRICT RECORDS** (continued)

- c. Audit of all funds
- d. Average daily attendance, including Period 1 and Period 2 reports
- e. Other major annual reports, including:
  - (1) Those containing information relating to property, activities, financial condition, or transactions
  - (2) Those declared by Board of Trustees minutes to be permanent

*(cf. 3100 - Budget)*

*(cf. 3452 - Student Activity Funds)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

2. Official Actions

- a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions included by reference only
- b. The call for and the result of any elections called, conducted, or canvassed by the Board
- c. Records transmitted by another agency pertaining to its action with respect to district reorganization

*(cf. 7214 - General Obligation Bonds)*

*(cf. 9324 - Minutes and Recordings)*

3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid. In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as Class 1 (Permanent) and the detailed records may then be classified as Class 3 (Disposable).

Information of a derogatory nature as defined in Education Code 44031 shall be Class 1 (Permanent) only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

## **DISTRICT RECORDS** (continued)

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*

### 4. Student Records

The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records. This includes any related policy of liability insurance except that these records cease to be Class 1 (Permanent) one year after the claim has been settled or the statute of limitations has expired.

*(cf. 5111.1 - District Residency)*

*(cf. 5141 - Health Care and Emergencies)*

*(cf. 5143 - Insurance)*

### 5. Property Records

Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment. In lieu of detailed records, a complete property ledger may be classified as Class 1 (Permanent). The detailed records may then be classified as Class 3 (Disposable) if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, the amount paid, and comparable data if the unit is disposed of.

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*

## **Class 2 - Optional Records**

Any record considered temporarily worth keeping, but which is not a Class 1 record, may be classified as Class 2 (Optional) and shall be retained until it is reclassified as Class 3 (Disposable). If by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified Class 2 (Optional) pending further review and classification within one year. (5 CCR 16024)

## **Class 3 - Disposable Records**

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) shall be classified as Class 3 (Disposable). These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent); and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

**DISTRICT RECORDS** (continued)

All Class 3 (Disposable) records shall be destroyed during the ~~third~~ *fifth* school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the ~~third~~ *fifth* school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as Class 3 (Disposable). (5 CCR 16026, 16027)

*(cf. 5113.2 - Work Permits)*

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 1/18/17**

- 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading X

**Board Policy Revisions Regarding Intradistrict Transfers  
- BP 5116.1, AR 5116.1 (Freeman/Ridge)**

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The attached Board policy revisions are recommendations based upon regular updates from the California School Boards Association as well as other District procedures in line with the Board's direction and guidelines provided in Board Resolution No. 15-22 on December 9, 2015. In this Resolution, the Board provided clarity in regard to the TK / K registration process for the 2016 – 2017 school year. Board Resolution No. 15-22 guided the process to include priority upon students with siblings as well as students from within the local attendance area. The attached revisions would compile these priorities into current Board Policy and Administrative Regulation.

**FISCAL IMPACT:** None

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the attached revisions to:

- BP 5116.1
- AR 5116.1

**ADDITIONAL MATERIAL:**

- BP 5116.1 (3 pages)
- AR 5116.1 (10 pages)

**INTRADISTRICT OPEN ENROLLMENT**

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

*(cf. 5117 - Interdistrict Attendance)*

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of their residence within the district. (Education Code 35160.5)

*(cf. 5111.1 - District Residency)*

*(cf. 5111.12 – Residency Based o Parent/Guardian Employment)*

*(cf. 5111.13 – Residency for Homeless Children)*

The Board shall annually review this policy. (Education Code 35160.5, 48980)

**Enrollment Priorities**

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

*(cf. 5116 - School Attendance Boundaries)*

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside of his/her attendance area as follows:

1. Any student enrolled in a district school that has been identified on the state's Open Enrollment Act list (Education Code 48354)

*(cf. 5118 - Open Enrollment Act Transfers)*

2. Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous" (20 USC 7912; 5 CCR 11992)

*(cf. 0450 - Comprehensive Safety Plan)*

3. Any student who is a victim of a violent crime while on school grounds (20 USC 7912)



4. Upon a finding that special circumstances exist that might be harmful or dangerous to the student in the current attendance area. Special circumstances include, but are not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the Superintendent or designee must have received either: (Education Code 35160.5)
  - a. A written statement from a representative of an appropriate state or local agency, including, but not necessarily limited to, a law enforcement official, social worker, or a properly licensed or registered professional such as a psychiatrist, psychologist, or marriage and family therapist
  - b. A court order, including a temporary restraining order and injunction
5. ~~Any sibling of a student already in attendance in that school~~
6. ~~Any student whose parent/guardian is assigned to that school as his/her primary place of employment~~

### **Application and Selection Process**

In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, applications for intradistrict open enrollment shall be submitted between *the first Monday in February and the first Monday in March* of the school year preceding the school year for which the transfer is requested.

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

*For all other applications for enrollment from outside a school's attendance area, ~~Except for priorities listed above,~~ the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)*

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

*(cf. 6172 - Gifted and Talented Student Program)*

*No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education code 35160.5)*

*(cf. 5116 – School Attendance Boundaries)*

## **Transportation**

Except as required for students who transferred out of a Title I program improvement school, ~~the district shall not be obligated to provide transportation for students who attend school outside their attendance area.~~

~~(cf. 3250—Transportation Fees)~~

~~(cf. 3540—Transportation)~~

~~Legal Reference: (see next page)~~

BP 5116.1(c)

## **INTRADISTRICT OPEN ENROLLMENT (continued)**

*Legal Reference:*

EDUCATION CODE

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6311 State plans

7912 Transfers from persistently dangerous schools

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Public School Choice FAQs

Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Transitioning to the Every Student Succeeds Act (ESSA): Frequently Asked Questions, rev. May 4, 2016

Unsafe School Choice Option, May 2004

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education: <http://www.ed.gov>

Policy  
adopted: January 18, 2017

**Oxnard School District**  
~~CSBA MANUAL MAINTENANCE SERVICE~~  
Oxnard, CA. July 2016

## **INTRADISTRICT OPEN ENROLLMENT**

### **Transfers for Victims of a Violent Criminal Offense**

Within a reasonable amount of time, not to exceed 14 days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. ~~In making the determination that a~~ *determining whether a* student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident *on a case-by-case basis* and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and his/her parent/guardian in making the offer. If the parent/guardian elects to transfer his/her child, the transfer shall be completed as soon as practicable.

### **Transfers from a "Persistently Dangerous" School**

Upon receipt of notification from the California Department of Education (CDE) that a ~~district~~ school has been designated as "persistently dangerous," the Superintendent or designee shall ~~provide~~ *notify* parents/guardians of ~~students attending the school with the following notifications~~ *the school's designation*:

1. Within 10 days of receipt of the notification from CDE, notice of the school's designation
2. Within ~~20~~ 10 days of receipt of the notification from CDE, notice of the option to transfer their child

*(cf. 0450 - Comprehensive Safety Plan)*

Parents/guardians who desire to transfer their child out of a "persistently dangerous" school shall provide a written ~~request~~ *notification* to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students. The Superintendent or designee may establish a reasonable timeline, not to exceed seven school days, for the submission of parent/guardian requests.

The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the

## **INTRADISTRICT OPEN ENROLLMENT** (continued)

AR 5116.1(b)

parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. For students whose parents/guardians accept the offer, the transfer shall generally be made within 30 school days of receiving the notice of the school's designation from the CDE. If parents/guardians decline the assigned school, the student may remain in his/her current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

The Superintendent or designee shall cooperate with neighboring districts to develop an interdistrict transfer program in the event that space is not available in a district school.

*(cf. 5117 - Interdistrict Attendance)*

### **Other Intradistrict Open Enrollment**

Except for transfers for victims of a violent crime and from a "persistently dangerous school," the following procedures shall apply to intradistrict open enrollment *pursuant to Education Code 35160.5*:

1. The Superintendent or designee shall identify those schools which may have space available for additional students. A list of those schools and open enrollment applications shall be available at each school site, the district office, and on the district's web site.
2. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, a random drawing shall be held from the applicant pool. A waiting list shall be established to indicate the order in which applicants may be accepted if openings occur during the year. Late applicants shall not be added to the waiting list for the current year but shall instead wait for a subsequent lottery.
3. The Superintendent or designee shall provide written notification to applicants as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
4. Approved applicants must confirm their enrollment within ~~10~~ 5 school days.

~~Any student who, prior to the 2016-17 school year, was granted a transfer out of a Title I school that had been identified for program improvement shall be allowed to remain in the school of enrollment until he/she completes the highest grade offered at that school.~~

*(cf. 0520.2 - Title I Program Improvement Schools)*

~~A student granted intradistrict enrollment under other circumstances shall not be required to reapply for readmission but may be subject to displacement due to excessive enrollment.~~

*Once enrolled, a student shall not be required to reapply for readmission. However, the students may be subject to displacement due to excessive enrollment.*

AR 5116.1(c)

## **INTRADISTRICT OPEN ENROLLMENT (continued)**

Any complaints regarding the ~~open~~ enrollment process shall be submitted in accordance with the “*Appeal of Decision*” section listed below in this administrative regulation. ~~applicable complaint procedure.~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

### **Notifications**

Notifications shall be sent to parents/guardians at the beginning of each school year describing all current statutory attendance options and local attendance options available in the district. Such notification shall include: (Education Code 35160.5, 48980)

1. All options for meeting residency requirements for school attendance

~~(cf. 5111.1 - District Residency)~~

~~(cf. 5111.12 – Residency Based on Parent/Guardian Employment)~~

~~(cf. 5111.13 – Residency for Homeless Children)~~

~~(cf. 5118 – Open Enrollment Act Transfers)~~

2. Program options offered within local attendance areas
3. A description of any special program options available on both an interdistrict and intradistrict basis
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied
5. A district application form for requesting a change of attendance
6. The explanation of attendance options under California law as provided by the CDE

~~(cf. 5145.6 – Parental Notifications)~~

### Capacity

*The capacity of each school will be estimated by March 1 of the preceding school year based on facility size, enrollment projections, transfer requests, and the contractual staffing ratios. Final capacity for the year will be established on the sixth school day.*

## **INTRADISTRICT OPEN ENROLLMENT** (continued)

### Space Available

*Whereas most parents prefer to have their children attend the school closest to their home, space availability for students not residing within the attendance boundary of the requested school is defined as follows:*

#### *Elementary*

- *Enrollment in K-1 classes is less than 20 students*
- *Enrollment in 2-3 classes is less than 27 students*
- *Enrollment in 4-5 classes is less than 32 students*

#### *Secondary*

- *The student can receive an appropriate 6-period program without taking the last space in any class.*

### Process for Intradistrict Transfer Requests:

*Parents or guardians whose child lives in the District boundaries and who want their child to attend a school other than their neighborhood school, shall complete an Intradistrict Transfer Request form and submit it to the Enrollment Center located at 925 South A Street, Oxnard, CA 93030 no later than 5:00 p.m. on the first Monday in March annually preceding the upcoming school year. Intradistrict Transfer Requests will be accepted between the first Monday in March and the first Monday in February and March annually. Approval of Intradistrict Transfer Requests will be based on the availability of space and staffing ratios at the requested school. If there are more applicants than space available, then applicants will be selected by a random drawing. Applicants will be notified of the status of their applications no later than May 30 annually preceding the upcoming school year.*

*Priority for Intradistrict Transfer Requests shall be considered after priority for enrollment as described in Oxnard School District Board Policy 5116.1:*

1. *Any student enrolled in a district school that has been identified on the state's Open Enrollment Act list (Education Code 48354)*

*(cf. 5118 - Open Enrollment Act Transfers)*

## **INTRADISTRICT OPEN ENROLLMENT** (continued)

2. *Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous" (20 USC 7912; 5 CCR 11992)*

*(cf. 0450 - Comprehensive Safety Plan)*

3. *Any student who is a victim of a violent crime while on school grounds (20 USC 7912)*

*Intradistrict Transfer Requests received by the application deadline will be approved OR placed on a "wait list" in the order determined by a random lottery. Wait lists will be maintained for the duration of the school year. No students who apply after the application deadline will be approved for transfer until the wait list for school and grade level have been exhausted.*

### *Priority for Intradistrict Transfer Request Approval*

*Priorities 1 through 5 below refer to Intradistrict Transfer Requests that are Oxnard School District resident students (except as noted in priority 6 below) and shall be granted as follows for requests received by the first Monday in March lottery deadline:*

1. *Student is current enrollee of the school.*
2. *Student is sibling of current enrollee and the siblings will be concurrently enrolled.*
3. *Student requesting to transfer to his/her neighborhood school, based on student's address of residence.*
4. *Student is new enrollee residing within the school's attendance area.*
5. *Student is requesting to attend a school as a preference.*

*Multiples (twins, triplets) will receive the same lottery number. This does not apply to other siblings.*

*Only one Intradistrict Transfer Requests will be permitted per school year, and only two schools may be requested per application.*

## **INTRADISTRICT OPEN ENROLLMENT** (continued)

*Late Intradistrict Transfer Requests submitted outside the application window will be accepted and will be given priority after all other Intradistrict Transfer Requests. None of the enrollment priorities outlined above are available with late applications. Approval of late intradistrict transfer requests will be based upon current space availability. Approval or denial of late intradistrict transfers will occur within 30 calendar days after the start of the school year or within 14 calendar days for requests received once the school year has started.*

*The intradistrict transfer process may also be utilized during the school year for families who move from one school attendance area to another. For a student to continue enrollment at a school site after moving out of the local attendance area, a family should complete the intradistrict transfer request and submit the form to the Enrollment Center once a new address of residence is established.*

*If there is not enough space for all children in one family to enroll, the parents will have 5 business days in which to decide whether to enroll any of the children in the school of choice.*

*Once approved, a student in grades K-12 becomes a "current enrollee of the school" with priority for continued enrollment; no further applications for that school are required.*

### Transportation

*Students with an approved Intradistrict Transfer Request are not entitled to transportation services other than those normally provided by the District.*

### Appeal of Decision

*A parent/guardian may appeal the District's decision to deny or revoke an Intradistrict Transfer Request as follows:*

- A. The appeal shall be made in writing to the Director of Pupil Services.*
- B. The Director of Pupil Services shall review the appeal and:
  - 1. Overturn the decision, or*
  - 2. Present the appeal to the Assistant Superintendent of Educational Services**



## **INTRADISTRICT OPEN ENROLLMENT** (continued)

*C. The Assistant Superintendent of Educational Services shall review the appeal and:*

- 1. Overturn the decision, or*
- 2. Present the appeal to the Superintendent*

*D. The Superintendent shall review the appeal and support either the appeal or the District's original decision.*

*A parent may appeal the decision of the Oxnard School District Board of Education to the Ventura County Board of Education within 30 days of the decision.*

### *Special Programs*

*Oxnard School District maintains specialized academic programs at various school sites. Participation within these programs does not require an intradistrict transfer request. However, these programs do have enrollment constraints as outlined here:*

*Transitional Kindergarten – Oxnard School District maintains a transitional kindergarten program at selected school sites depending on space. These school sites are designed to serve as “hubs” for the local school area. Students who enroll in transitional kindergarten will be assigned to the closest “hub” within the local area. If no space is available at the closest “hub”, then the student will be assigned to the next closest transitional kindergarten “hub”. Students who enroll for transitional kindergarten during the posted enrollment window will receive first priority in assignment to the local “hub”. If requests for transitional kindergarten exceed the capacity of the local “hub”, then a lottery process will be used. Bus transportation is provided within this program as outlined in the District's transportation guidelines*

*Dual Language Programs – Oxnard School District offers this bilingual education program in grades kindergarten through eighth grade. Application for new students to enter the program is made during the posted application window which coincides with kindergarten enrollment. If requests for a school site's dual language program*

## **INTRADISTRICT OPEN ENROLLMENT (continued)**

*exceed the anticipated enrollment capacity, then a lottery process will be used. Class composition must follow the model and guidelines as described in the Dual Language Handbook. Bus transportation is not provided as part of this program. Admission to the program will be based upon the following priorities in order:*

*Priority #1 – Students who enroll within the posted window*

- a. Students who have a sibling concurrently attending the school and live within the local school attendance area*
- b. Students who live within the local school attendance area*
- c. Students who do not live within the local school attendance area*

*Priority #2 – Students who do not enroll within the posted window*

- a. Students who have a sibling concurrently attending the school and live within the local school attendance area*
- b. Students who live within the local school attendance area*
- c. Students who do not live within the local school attendance area*

*Transitional Bilingual Education - Oxnard School District offers this bilingual education program at selected schools. Bus transportation is provided within this program as outlined in the District's transportation guidelines. Admission to the program will be based upon the following priorities in order:*

*Priority #1 – Students who enroll within the posted window*

- a. Students who have a sibling concurrently attending the school and live within the local school attendance area*
- b. Students who live within the local school attendance area*
- c. Students who do not live within the local school attendance area*

*Priority #2 – Students who do not enroll within the posted window*

## **INTRADISTRICT OPEN ENROLLMENT** (continued)

- a. Students who have a sibling concurrently attending the school and live within the local school attendance area*
- b. Students who live within the local school attendance area*
- c. Students who do not live within the local school attendance area*

*Middle School Academy – Enrollment for the Middle School Academies is open to students attending one of Oxnard School District’s K-5 elementary schools. Students from all K-5 schools must submit an application to attend the Middle School Academy of choice. These enrollment priorities govern the process:*

- 1. Enrollment applications for the Middle School Academies will begin on the first Monday in December yearly and conclude on first Friday in February yearly. Families will be notified of placement on the first Monday in March yearly.*
- 2. Families must rank their choice in priority for the Middle School Academies on the enrollment application.*
- 3. If requests for a middle school exceed the anticipated enrollment capacity, then a lottery process will be used.*
- 4. The following enrollment priorities apply in order:*
  - a. Students currently enrolled in Oxnard School District who submitted application by the annual deadline; sibling will be concurrently attending the requested middle school.*
  - b. Students currently enrolled in Oxnard School District who submitted application by the annual deadline.*
  - c. Students not currently enrolled in Oxnard School District but living within the District attendance area and who submitted application by the annual timeline*
  - d. Students not currently enrolled in Oxnard School District and not living within the District attendance area and who submitted application by the annual timeline (These students must apply for an interdistrict transfer.)*

- e. *Students who submit an application outside the annual deadline will have last priority in placement and be given placement based upon projected space availability. (These students must apply for an interdistrict transfer if residing outside Oxnard School District.)*

Regulation  
approved: *January 18, 2017*

~~CSBA MANUAL MAINTENANCE SERVICE~~  
***Oxnard School District***  
*Oxnard, CA.*

**BOARD AGENDA ITEM**

Name of Contributor: Lisa Cline

Date of Meeting: January 18, 2017

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 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading   X  

**2<sup>nd</sup> READING - REVISION TO E 9270 – CONFLICT OF INTEREST (Cline)**

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At the request of the Ventura County Clerk of the Board’s office, language was revised in E 9270 to specify Full Disclosure reporting requirements for positions that manage public investments. 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**

It is the recommendation of the Deputy Superintendent, Business & Fiscal Services, that the Board of Trustees approve the revisions to E9270 as presented.

**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. 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 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	<i>Full Disclosure</i> †	COB
Personnel Commission Members	1	OSD
District Superintendent	<i>Full Disclosure</i> †	OSD
Deputy/Assistant Superintendent	1	OSD
Director, Pupil Services	2	OSD
Director, Curriculum, Instruction and Accountability	2	OSD
Director, Dual Language Programs	2	OSD
Director, English Learner Services	2	OSD
Principals	2	OSD
Chief Information Officer	2	OSD
Director, Facilities	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
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 2017

(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	18	Regular Board Meeting (Note: only ONE meeting in January)
February	1	Regular Board Meeting
	15	Regular Board Meeting
March	1	Regular Board Meeting
	15	Regular Board Meeting
April	19	Regular Board Meeting (Note: only ONE meeting in April)
May	3	Regular Board Meeting
	17	Regular Board Meeting
June	7	Regular Board Meeting
	21	Regular Board Meeting
July		District Dark – No meeting in July
August	2	Regular Board Meeting
	23	Regular Board Meeting
September	6	Regular Board Meeting
	20	Regular Board Meeting
October	4	Regular Board Meeting
	18	Regular Board Meeting
November	1	Regular Board Meeting (Note: only ONE meeting in November)
December	6	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: 12-7-16

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