

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

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

## **ADMINISTRATION**

**Dr. Cesar Morales**  
Superintendent  
**Mrs. Janet C. Penanhoat**  
Assistant 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 17, 2018**  
**5:00 p.m. – Study Session**  
**7:00 p.m. - Regular Board Meeting**  
**Closed Session to Follow Regular 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 – Charter Spectrum Channel 20 &  
Frontier Communications - Channel 37

**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.

**ROLL CALL:**

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

***A.2 Pledge of Allegiance to the Flag***

Mr. Luis Ramirez, Principal at Harrington School, will introduce Jayden Melton, 4<sup>th</sup> grade student in Mrs. Thurman’s class, who will lead the audience in the Pledge of Allegiance.

***A.3 District’s Vision and Mission Statements***

The District’s Vision and Mission Statements will be read in English by Salvador Avalos, 5<sup>th</sup> grade student in Mrs. Crossett’s class; then will be read in Spanish by William Melo, 5<sup>th</sup> grade student in Ms. Young’s class, students at Harrington School.

***A.4 Presentation by Harrington School***

Mr. Luis Ramirez will provide a short presentation to the Board regarding Harrington School. Following the presentation President Cordes 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 \_\_, Morrison \_\_, Cordes \_\_**

***A.6 Study Session – Bilingual Program Presentation (Freeman/DeGenna)***

The Board of Trustees will receive a presentation on behalf of BUENO – the Bilinguals United for Education and New Opportunities and Literacy Squared and their work in the District.

***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.***

***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**

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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 No.: 201610031
    - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
  - Case No. 17-07 (Action Item)

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3. 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. 16-09 (Action Item)
    - Case No. 16-19 (Action Item)
4. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
  - Conference with Labor Negotiator:
    - Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
    - Association(s): OEA, OSSA, CSEA;
    - and All Unrepresented Personnel – Administrators, Classified Management, Confidential
5. Pursuant to Section 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/Assistant 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.

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6. 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 Dr. Vaca

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

## Section A PRELIMINARY

(continued)

### A.9 Reconvene to Open Session

7:00 PM

### A.10 Report Out of Closed Session

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

CONSIDER THE REQUEST TO EXPEL STUDENT: (*Education Code 48916*)

- **Case No. 17-07 (Action Item)**

Motion: \_\_\_\_\_, Second: \_\_\_\_\_

**Roll Call Vote:**

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

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

- **Case No. 16-09 (Action Item)**

Motion: \_\_\_\_\_, Second: \_\_\_\_\_

**Roll Call Vote:**

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

- **Case No. 16-19 (Action Item)**

Motion: \_\_\_\_\_, Second: \_\_\_\_\_

**Roll Call Vote:**

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

### A.11 Presentation on California Dashboard (Freeman)

The California School Dashboard shows how well students within the district or school are performing on a variety of indicators, including test scores in English Language Arts and Mathematics, suspension rates, and English learner progress. The Dashboard’s Equity Report shows – at a glance – how student groups are performing in various measures. Student groups include ethnic and racial groups, low-income students, English learners, foster youth, and homeless students with special needs. An overview of the California School Dashboard will be presented.

### A.12 Presentation on Local Control Funding Formula Local Indicators (Freeman)

There are several Local Control Funding Formula (LCFF) priority areas that do not meet the criteria established for the state indicators. These remaining priority areas are considered local indicators and require Local Education Agencies to determine whether they have Met, Not Met, or Not Met for Two or More years for each applicable local indicator. This is a report of the results for 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**  
(continued)

***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**  
(continued)

(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 \_\_, Morrison \_\_, Cordes \_\_**

***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 Ms. Verity Hull, owner of Raw Workouts Fitness in Ventura; and Ms. Angelica Macen, a nurse at Community Memorial Hospital; a donation of a basket of books valued at \$250.00 to Kamala School, a welcome addition to the school library.</li> </ul>	Nocero

***C.2 Agreements***

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

<ul style="list-style-type: none"> <li>▪ #17-245 with Ventura County Arts Council to provide twenty-five 8-week long classroom residencies at Marina West School; amount not to exceed \$13,750.00, to be paid with Title 1 Funds;</li> </ul>	Freeman/ Mares
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**Enrichment:**

<ul style="list-style-type: none"> <li>▪ #17-246 with Kagan Professional Development to provide teachers with professional development in the area of Cooperative Learning; amount not to exceed \$9,855.00, to be paid with Title II Funds;</li> </ul>	Freeman
<ul style="list-style-type: none"> <li>▪ #17-247 with Coast 2 Coast Soccer to increase interest in STEM and support ELD enrichment for students at Rose Avenue School; amount not to exceed \$7,770.00, to be paid with Title 1 Funds;</li> </ul>	Freeman/ Ordaz

**Personnel:**

<ul style="list-style-type: none"> <li>▪ #17-252 with California State University, Northridge and Oxnard School District to establish a partnership to allow quality clinical placement experiences to student-trainees enrolled in the master’s degree and/or credential degree program in School Psychology specialization, no fiscal impact;</li> </ul>	Vaca/ Bond
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**Special Education:**

<ul style="list-style-type: none"> <li>▪ #17-248 with Center for Autism &amp; Related Disorders, LLC to provide Independent Educational Evaluator Services to the Special Education Services Department during the 2017-2018 academic year to complete autism evaluations; amount not to exceed \$30,000.00, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #17-255 with Leaps n Boundz Inc. to provide Independent Adapted Physical Education Evaluator Services to the Special Education Services Department during the 2017-2018 academic year to complete adapted physical education evaluations; amount not to exceed \$3,000.00, to be paid with Special Education Funds;</li> </ul>	Freeman/ Sugden

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

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

**C.2 Agreements (continued)**

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

**Support Services:**

- #17-250 with New Dawn Counseling & Consulting Inc. to work in conjunction with school administrators to provide mental health services as indicated by the Accion Positiva Elementary Counseling Grant; amount not to exceed \$73,681.24, to be paid with General Funds;
  - #17-254 with DrumBus, LLC to provide hands-on musical activities for students in the after school program with the specific goals of increasing communication skills, increasing students' personal wellness; amount not to exceed \$35,000.00, to be paid with ASES Grant Funds.

Freeman/  
Ridge

Freeman/  
Thomas

**C.3 Ratification of Agreements:**

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

**Academic:**

- #17-251 with Oxnard Union High School to facilitate the collection, analysis, and sharing of the data of students who will likely be attending high school within the jurisdiction of OUHSD in order to track performance and assist the transition of Oxnard School District students to high school; no fiscal impact.

Freeman

**Personnel:**

- #17-253 with California State University, Northridge, to provide fieldwork experiences to students enrolled in various authorized credentials for public school service. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing; no fiscal impact.

Vaca/  
Bond

**Special Education:**

- #17-239 with Assistance League (NPS), services for students: BC041814, BT122013, EC020314, to provide a program of instruction, which is consistent with the pupils' individual educational plan as specified in the individual service agreement, for the 2017-2018 school year, beginning September 5, 2017 and including extended school year, for an amount not to exceed \$28,050.00; to be paid with Special Education Funds.
  - #17-243 with Casa Pacifica School (NPS), to provide a program of instruction consistent with the pupil's individual educational plan as specified in the individual service agreement for student BB12116; amount not to exceed \$50,843.00, to be paid with Special Education Funds.
  - #17-249 with VCOE Special Circumstances Paraeducator Services for the 2017-2018 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators, including extended school year for students: JA100109, KR071607, PL031809, MA102113, MP121103, IR033009, and LG102505; amount not to exceed \$126,355.60; to be paid with Special Education Funds.

Freeman/  
Sugden

Freeman/  
Sugden

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.4 Approval of Contractor Contingency CREDIT #013 to the Lemonwood E.S. Reconstruction Project's Contractor Contingency for a Reduction of Cost for the Work Associated with the Project***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 013 to the Construction Services Agreement #15-198 with Swinerton Builders, for change of scope of work related to the Lemonwood Elementary School Reconstruction Project; Contingency Allocation No. 13 will provide a credit to the contractor contingency line item of the GMP Construction Services Agreement in the amount of \$16,533.10, to be credited back to the Master Construct and Implementation Funds.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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***C.5 Approval of Amendment No. 002 to Agreement #15-89 for CSDA Design Group to Provide Additional Architectural Services for the Marshall New School Project***

<p>Amendment No. 002 and the attached proposal received from CSDA are for the Value Engineered Scope of Work including Expanded Construction Administration Services at Marshall New School Project. It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment No. 002 to Agreement #15-89 with CSDA for the Marshall New Classroom Project for additional architectural and engineering services; amount not to exceed \$17,160.00; to be paid out of Master Construct &amp; Implementation Funds.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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***C.6 Approval of Amendment #005 to Agreement #12-240 to Provide Additional Architectural Services for the Harrington ECDC Project***

<p>Amendment #005 and the attached proposal received from Dougherty are for the Value Engineered Scope of Work including: #1 Administration Building HVAC upgrade, #2 IDF relocation, #3 Cost estimating, #4 Bidding, #5 Bid revisions and approvals #6 Additional Modular Classrooms. It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment #005 to Agreement #12-240 with Dougherty for additional architectural and engineering services for the Harrington ECDC Project; amount not to exceed \$124,000.00; to be paid out of Master Construct &amp; Implementation Funds.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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***C.7 Actuarial Study of Retiree Health Liabilities***

<p>Pursuant to Education Code 42140 and GASB 74/75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Geoffrey Kischuk of Total Compensation Systems, Inc.</p>	<p>Dept/School Penanhoat</p>
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**



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

***C.8 Award of Formal Bid #17-02 and Approval of Agreement #16-256 and Agreement #16-257 for Smart Labs at Frank & Fremont Academies***

<p>It is the recommendation of the Project Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees award Bid #17-02 Smart Labs, in the total amount of \$387,689.45, and enter into Agreement #16-256 and Agreement #16-257 with Creative Learning Systems LLC; amount not to exceed \$387,689.45; to be paid with MSAP Funds.</p>	<p>Dept/School Freeman/ West</p>
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***C.9 Approval of Notice of Completion, HVAC Design Build Services, RFQ/RFP #16-51 and Agreement #16-254***

<p>The contractor, EMCOR Services Mesa Energy Systems Inc., has completed the work of RFQ/RFP #16-51 and Agreement #16-254 to perform the work for HVAC Design Build Services, as of November 15, 2017. It is recommended that the Board of Trustees approve the Notice of Completion for this project, which will be filed by the District with the County Recorder's Office. It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for RFQ/RFP #16-51 and Agreement #16-254, HVAC Design Build Services, with EMCOR Services Mesa Energy Systems Inc.</p>	<p>Dept/School Penanhoat/ Fateh</p>
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***C.10 Approval of Resolution #17-17 to Re-Open Deferred Maintenance Fund***

<p>On August 20, 2014, the Board of Trustees approved Resolution #14-08 closing the Restricted Deferred Maintenance Fund 140. An Unrestricted General Fund Resource (0140) was subsequently established in order to account for Deferred Maintenance monies. It has since become evident that the needs of the district are better served by managing Deferred Maintenance monies in a separate, Restricted fund. The administration requests the Board's approval to re-open the Restricted Deferred Maintenance Fund (Fund 140) and commit the balance of Unrestricted General Fund Resource 0140 back to a Restricted Fund 140. It is the recommendation of the Assistant Superintendent, Business &amp; Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #17-17 to re-open the Oxnard School District Restricted Deferred Maintenance Fund (Fund 140) as outlined.</p>	<p>Dept/School Penanhoat/ Crandall/ Plasencia</p>
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***C.11 Approval and Adoption of the December 2017 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program***

<p>At the December 6, 2017 regularly scheduled board meeting, the Board received the December 2017 Semi-Annual Implementation Program Update as an adjustment to Master Construct and Implementation Program and received a detailed presentation by CFW at that meeting. The overall Program projects, budgets, sequencing, and timelines continue to be reviewed and adjusted by the Board on a six-month interval since the Program's inception in 2013. It is the recommendation of the District's Superintendent and the Assistant Superintendent, Business &amp; Fiscal Services, in consultation with Caldwell Flores Winters, that the Board accept and adopt the December 2017 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.</p>	<p>Dept/School Morales/ Fateh/ CFW</p>
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

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

***C.12 Approval of the 2017-18 Quarterly Report on William Uniform Complaints, Second Quarter***

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2017-18 Quarterly Report on Williams Uniform Complaint: Second Quarter.	Dept/School Vaca
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***C.13 Establish/Abolish/Increase/Reduce Hours of Positions***

It is the recommendation of the Interim Director, Classified Human Resources, that the Board of Trustees approve the establishment, abolishment, increase, and reduction of classified positions, as presented.	Dept/School Rogosin
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***C.14 Personnel Actions***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Interim Director, Classified Human Resources, that the Board of Trustees approve the personnel actions, as presented.	Dept/School Vaca/ Rogosin
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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 Adoption of Resolution No. 17-18 and Authorization to Purchase Property (Morales)***

The District has been negotiating the purchase of real property, an approximately 25-acre portion of the Borchard Property, described below and upon the terms and conditions set forth in the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, Water Service Agreement, and Mitigation Agreement. The purchase price of the land is \$8,750,000.00. Staff recommends that the Board approve the attached resolution stating the District's intent to purchase property and the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, Water Service Agreement, and Mitigation Agreement as submitted.

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

**ROLL CALL VOTE:**

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

***D.2 Approval of Variable Term Waiver for Clear Education Specialist Instruction Credential for Vanessa Santiago-Velez (Vaca)***

It is the recommendation of the Assistant Superintendent, of Human Resources that the Board approve the Variable Term Waiver for Clear Education Specialist Instruction Credential for Vanessa Santiago-Velez, as presented.

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

**ROLL CALL VOTE:**

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

***D.3 Oxnard School District Audit Report - June 30, 2017 (Penanhoat/Crandall/Plasencia)***

The Oxnard School District Audit Report for Fiscal Year 2016-17, prepared by the firm of Nigro & Nigro, PC is presented to the Board. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board accept the Oxnard School District Audit Report, June 30, 2017.

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

**ROLL CALL VOTE:**

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

**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.)*  
*(continued)*

**D.4 Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2017 (Penanhoat/Crandall/Plasencia)**

The Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2017, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2017.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
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**ROLL CALL VOTE:**

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

**D.5 Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2017 (Penanhoat/Crandall/Plasencia)**

The Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2017, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board accept the Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2017.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
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**ROLL CALL VOTE:**

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

**D.6 Approve Establishment and Appointment of a District Supervisor of Attendance as Required by Education Code Section 48240 (Freeman/Ridge)**

Approve Establishment and Appointment of a District Supervisor of Attendance as Required by Education Code Section 48240. It is the recommendation of the Director of Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Establishment of a District Supervisor of Attendance.	Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:
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**ROLL CALL VOTE:**

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

**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**  
No minutes will be approved at this meeting.

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

**Section F**  
**BOARD POLICIES**

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

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

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

Revision AR 3541	Business and Noninstructional Operations Transportation Routes and Services	Penanhoat
Revision AR 3543	Business and Noninstructional Operations Transportation Safety and Emergencies	Penanhoat

**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**



**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.



OSD BOARD AGENDA ITEM

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

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

- Study Session:   X    
Closed Session: \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-11. 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 \_\_\_\_\_

**Bilingual Program Presentation (Freeman/DeGenna)**

---

The Board will receive a presentation on behalf of BUENO - The Bilinguals United for Education and New Opportunities and Literacy Squared and their work in our District. They are programs recognized nationally for their work with ethnically, linguistically diverse students, and their teachers. In September, the BUENO staff visited schools with TBE programs; they analyzed data, and met with different stakeholders in order to evaluate the district's TBE Program.

**RECOMMENDATION:**

Informational Only

**ADDITIONAL MATERIAL:**

**Attached: NONE**

OSD BOARD AGENDA ITEM

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

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

- Study Session: \_\_\_\_\_  
Closed Session: \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-11. Reports   X    
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 \_\_\_\_\_

**Presentation on California Dashboard – (Freeman)**

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The California School Dashboard shows how well students within the district or school are performing on a variety of indicators, including test scores in English Language Arts and Mathematics, suspension rates, and English learner progress. The Dashboard’s Equity Report shows – at a glance – how student groups are performing on various measures. Student groups include ethnic and racial groups, low-income students, English learners, foster youth, homeless students and students with special needs.

An overview of the California School Dashboard for Oxnard School District will be presented.

**FISCAL IMPACT: None**

**RECOMMENDATION: Information Only**

**ADDITIONAL MATERIAL:**

**Attached: None**

OSD BOARD AGENDA ITEM

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

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

- Study Session: \_\_\_\_\_  
Closed Session: \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-11. Reports   X    
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 \_\_\_\_\_

**Presentation on Local Control Funding Formula Local Indicators – (Freeman)**

---

There are several Local Control Funding Formula (LCFF) priority areas that do not meet the criteria established for the state indicators. These remaining priority areas are considered **local indicators** and require Local Education Agencies (LEAs) to determine whether they have *Met, Not Met, or Not Met for Two or More Years* for each applicable local indicator. The local indicators **only** apply at the LEA level. LEAs uses the local indicators to evaluate and report progress on priority areas. The local indicators will only appear on the LEA Dashboard.

The Oxnard School District response to these local indicators has been uploaded to the Dashboard and will be visible when the Dashboard is released in late November or early December. This is a report of the results for Oxnard School District.

**FISCAL IMPACT: None**

**RECOMMENDATION: Information Only**

**ADDITIONAL MATERIAL:**

**Attached: None**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

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

- 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/MOU #17-245 – Ventura County Arts Council  
(Freeman/Mares)**

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Ventura County Arts Council will provide twenty-five (25) 8-week long classroom residencies at Marina West School. Teachers will be able to request specific artists for their classrooms. The classes will focus on art and dance which is in line with the STEM Focus at Marina West School. The teaching artist and classroom teacher will coordinate with the Principal to set up a schedule for each residency.

**FISCAL IMPACT:**

\$13,750.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Principal, Marina West School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #17-245 with Ventura County Arts Council.

**ADDITIONAL MATERIALS:**

**Attached:** Agreement/MOU #17-245, Ventura County Arts Council (2 Pages)  
Certificate of Insurance (2 Pages)



## Ventura County Arts Council

646 County Square Drive, Suite 154, Ventura, CA 93003-0436

(805) 658-2213 (805) 658-2281

vcarts@pacbell.net www.vcartscouncil.org

### **2017-2018 MEMORANDUM OF UNDERSTANDING #17-245 BETWEEN VENTURA COUNTY ARTS COUNCIL AND OXNARD SCHOOL DISTRICT FOR MARINA WEST ELEMENTARY SCHOOL**

This Memorandum of Understanding (MOU) is entered into by the **VENTURA COUNTY ARTS COUNCIL (VCAC)** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate the Artists in the Classrooms Program at Marina West Elementary School. The MOU sets forth the respective roles and responsibilities each bring to the program.

#### **VCAC will:**

1. Be the fiscal receiver of fees from the **OSD** for Artist in the Classroom residencies for 8 week sessions at \$550 each for the following school:  
  
Marina West Elementary School – not to exceed \$13,750.00 (25 x \$550 = \$13,750.00)
2. Disperse fees received by **VCAC** from **OSD** designated to pay the stipends to the Independent Contracted Artist/Instructors who submit a **VCAC** Invoice signed off by the **OSD** classroom teacher who requested the residency.
3. Name **OSD** additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2018
4. **VCAC** agrees to defend, indemnify, and hold harmless **OSD**, 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the **VCAC** or those of any of its officers, agents, employees, or subcontractors of **VCAC**, whether such act or omission is authorized by this Agreement or not. **VCAC** shall also pay for any and all damage to the Real and Personal Property of the **OSD**, or loss or theft of such Property, done or caused by such persons. **OSD** assumes no responsibility whatsoever for any property placed on **OSD** premises by **VCAC**, **VCAC**'s agents, employees or subcontractors. **VCAC** further hereby waives any and all rights of subrogation that it may have against the **OSD**. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the **OSD** or any of its officers, agents, employees, and/or volunteers.

#### **OSD will:**

1. Be solely responsible for making all arrangements with the Independent Contracted Artist/Instructors, including but not limited to, specified times and dates for the residency, provide a location for the residency, and approve the subject matter for the residency.
2. **OSD** Classroom teachers will be solely responsible for completing an invoice for each residency that is then submitted to **VCAC** to be paid from the fees received by **VCAC** from **OSD**
3. Keep on file current liability insurance certificates verifying insurance compliance from all participating artist/instructors naming **OSD** as additional insured.
4. Name **VCAC** additional insured (in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate) through June 30, 2018



## Ventura County Arts Council

646 County Square Drive, Suite 154, Ventura, CA 93003-0436

(805) 658-2213 (805) 658-2281

vcarts@pacbell.net www.vcartscouncil.org

*2017 – 2018 Memo of Understanding between OSD and VCAC - Page 2 of 2*

5. OSD agrees to defend, indemnify, and hold harmless VCAC, 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the OSD or those of any of its officers, agents, employees, or subcontractors of OSD, whether such act or omission is authorized by this Agreement or not. OSD shall also pay for any and all damage to the Real and Personal Property of the VCAC, or loss or theft of such Property, done or caused by such persons. VCAC assumes no responsibility whatsoever for any property placed on VCAC premises by OSD, OSD's agents, employees or subcontractors. OSD further hereby waives any and all rights of subrogation that it may have against the VCAC. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the VCAC or any of its officers, agents, employees, and/or volunteers.

This MOU is for Artists in the Classroom Residencies at Marina West Elementary School for the period of January 18, 2018 through June 30, 2018, and may be extended by mutual agreement of both parties to the MOU.

We hereby agree to this MOU and certify that agreements made herein will be honored.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Margaret Travers, Executive Director, VCAC

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2017

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			2017-09180-NPO	3/6/2017	3/6/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	<b>AUTOMOBILE LIABILITY</b>			2017-09180-NPO	3/6/2017	3/6/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						OTHER
	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			2017-09180-NPO	3/6/2017	3/6/2018	AGGREGATE / COMMON CAUSE 1,000,000 / 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The certificate holder is additional insured as required under a written contract, lease or agreement per CG 20 26 04 13, as their interest may appear.

<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  5
--	---

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

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p style="text-align: center;">Oxnard School District 1051 South A Street Oxnard, CA 93030</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
--

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

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

However:

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

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

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

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

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





OSD AGREEMENT #17-246



## Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)  
981 Calle Amanecer  
San Clemente, CA 92673-2008

Oxnard School District  
& 1051 South A Street  
Oxnard, CA 93030

Federal Tax ID: 33-0593901

---

### **Kagan will present the following event:**

- I. Topic: Kagan Cooperative Learning Day 1
  - II. Date(s): February 16, 2018
  - III. Total Day(s): 1
  - IV. Time: 8:30am-3:00pm
  - V. Location: R. J. Frank Academy of Marine Science and Engineering
- 

### **Oxnard School District agrees to:**

- I. Guarantee a minimum 45 participants @ \$219.00 per person.
- II. Pay the guaranteed participant fee if this event is cancelled within 30 days of its start date.
- III. Sign and submit this Letter of Agreement along with an approved purchase order to Kagan at least 30 days prior to the start date of your event.
- IV. Provide Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your event.
- V. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping costs incurred.
- VI. Arrange a training site for the event with equipment to be eligible for a Kagan Host Bonus.
- VII. Arrange for room set up per enclosed diagram. (Kagan will arrange when the site is booked by Kagan.)
  1. Ensure that arrangements are in order the day before the event.
  2. Provide the following equipment:
    - i. Tables and chairs
    - ii. LCD projector and table, podium, extension cord with power strip, and screen (minimum 8' x 8').
    - iii. Platform for presenter for groups over 50
    - iv. Display tables for book and material sales at the event
    - v. Lavalier wireless microphone and sound system for over 50 participants
    - vi. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.
    - vii. Flip chart and markers (if applicable)
- VIII. Provide one facilitator (usually the host of the event) for every 50 participants to assist with registration check in. (Please note these facilitators are not paid a helper bonus). They will be responsible for the following duties:
  1. Registration check in and handing out course materials
  2. Refreshment set up and clean up, if applicable
- IX. Market the event:
  1. Distribute flyers to all local schools and districts
  2. Strongly promote the event to reach a maximum number of participants
- X. Receive and store workshop materials.

- XI. Provide helpers for the Kagan sales display. Your Workshop Coordinator will determine the number of sales helpers eligible to receive reimbursement for this event. Helpers will process sales orders during the workshop, and assist with the set-up and tear down of the display itself. Helpers must be available before and after the workshop and during breaks and lunch. Pre-authorized sales display helpers will be reimbursed \$100 per day (not to exceed \$200 per event) in the form of a check, or \$150 per day in Kagan materials (not to exceed \$300 per event). The *Sales Helper Form* must be completed and returned to Kagan within 30 days of the last day of the event for reimbursement. Please review the helper checklist in the *Host Packet* for full details.
- XII. Collect a completed *Evaluation Form* from each participant:
  1. Keep the white copy for your records
  2. Forward the yellow copy to Kagan in the envelope provided with the "Return Pack Information"
  3. Give the pink copy to the presenter
- XIII. Return all required registration materials to Kagan after the event, i.e. registration lists and registration forms.
- XIV. Return unused course materials in excess of the guaranteed minimum of 45 participants to Kagan after the event. Oxnard School District will be charged a fee equivalent to a 1-day workshop registration fee for each set of course materials not returned to Kagan.
- XV. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. Oxnard School District agrees not to offer trainings on the copyrighted content of this workshop without Kagan's permission or certification.
- XVI. Collect a completed registration form from each participant in order to verify attendance and provide each participant a certification of completion.

---

**Kagan agrees to:**

- I. Ship to and from event, both event course materials and sales items for purchase.
- II. Provide each paid participant with a (BKCLW, NKWB1v11, NKAP1) Kagan Cooperative Learning Textbook, Cooperative Learning Course Workbook Day 1 v.11, Action Plan 1: Kagan Cooperative Learning.
- III. Award a Kagan Host Bonus which includes \$500 of Kagan-produced materials for providing a training room site at no cost to Kagan. If a Host Bonus is earned, Oxnard School District will receive a certificate that must be used within 60 days of the date of the event. **All purchase are subject to shipping charges of 10% as well as any applicable sales/GST taxes. Host Bonuses may not be used towards registration fees or as payment on existing Kagan invoices.**
- IV. Award each pre-approved sales display helper \$100 per day (not to exceed \$200 per event) in the form of a check, or \$150 per day in Kagan materials (not to exceed \$300 per event). In order to be eligible for reimbursement, sales helpers must process sales orders during the workshop, and assist with the set-up and tear down of the display itself. Helpers must be available before and after the workshop and during breaks and lunch. The *Sales Helper Form* must be completed and returned to Kagan within 30 days of the last day of the event for reimbursement. Please review the helper checklist in the *Host Packet* for full details.
- V. Provide Oxnard School District with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if invoice is required by a specific date.

---

**Both parties understand that:**

- I. Oxnard School District may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put event date on the purchase order to ensure a discount.
- II. All checks will be made out to Kagan; all profits will go to Kagan. Payment to be made upon completion of event and within thirty (30) days receipt of Kagan's invoice.
- III. It is agreed by Oxnard School District that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
- IV. Oxnard School District is to pay the guaranteed participant fees within 30 days of its start date if this event is cancelled by Oxnard School District.
- V. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial responsibility to Oxnard School District for the results of the cancellation.

Required Billing Information *(Host school/district to complete)*

This agreement must receive board approval.

Yes No

If yes, date approved: \_\_\_\_\_

The billing contact is different from the Host as listed in the above Letter of Agreement.

Yes No

If yes, please complete the following:

Billing Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Billing Address: \_\_\_\_\_

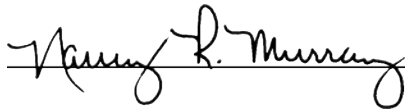
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

**Agreed to and accepted by:**



(Signature)  
Kagan Professional Development

Director of Workshops & Graduate Programs  
(Title)

November 17, 2017  
(Date)

\_\_\_\_\_  
(Signature) Lisa A. Franz  
Oxnard School District

Director, Purchasing  
(Title)

\_\_\_\_\_  
(Date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/29/2017

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).

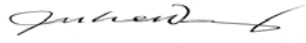
<b>PRODUCER</b> IQ Risk Insurance Services, LLC 38 Executive Park, Suite 320 Irvine, CA 92614	<b>CONTACT NAME:</b> Julie Wong <b>PHONE (A/C, No, Ext):</b> (949) 679-3700 <b>E-MAIL ADDRESS:</b> jwong@iqrisk.com	<b>FAX (A/C, No):</b> (949) 679-3701
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Kagan Publishing Inc. Kagan Professional Development 981 Calle Amanecer San Clemente CA 92673	<b>INSURER A:</b> Travelers Property Casualty Company	<b>NAIC #</b> 25674
	<b>INSURER B:</b> Illinois Union Ins. Co.	<b>27960</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL176702420 **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:			6805018M902	7/3/2017	7/3/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 EMPLOYEE BENEFITS \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA6J980539	7/3/2017	7/3/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED / NON-OWNED AUTO \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP6J816082	7/3/2017	7/3/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<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	UB1H339448	6/1/2017	6/1/2018	<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
B	<b>PROFESSIONAL LIABILITY</b>			EONCAD3907672A4	7/14/2017	7/14/2018	LIABILITY EACH CLAIM \$1,000,000 AGGREGATE LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*10 Days Notice of Cancellation for Non-Payment of Premium.  
Oxnard School District is named as Additional Insured.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1051 South A St. 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  Julie Wong/JULIE 

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**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/17/18

- 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 #17-247 – Coast 2 Coast Soccer (Freeman/Ordaz)**

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Coast 2 Coast Soccer will increase interest in STEM and support ELD enrichment for students at Rose Avenue School. The program will accommodate up to 120 students as part of CHAMPS Tier II intervention to reduce disciplinary issues and develop students' interest in STEM, develop soccer skills, be more physically active, and improve targeted students school attendance.

**FISCAL IMPACT:**

Not to exceed \$7,770.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Principal, Rose Avenue School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-247 with Coast 2 Coast Soccer.

**ADDITIONAL MATERIAL:**

**Attached:** Agreement #17-247, Coast 2 Coast Soccer (2 Pages)



# Coast 2 Coast Soccer & Oxnard School District Contract

**Coast 2 Coast Soccer**  
22431 Antonio Parkway B160-446,  
RSM, CA 92688

**Email:** Billiann@c2csoccer.com  
**Phone:** (559)618-7177  
**Fax:** (760)452-7509  
**Tax ID:** 26-4615732

This AGREEMENT entered into this 18 of January 2018 at Oxnard, County of Ventura, State of California, by and between the Oxnard School District and Coast 2 Coast Soccer.

WITNESSETH for the Sum not to exceed \$7,770.00

Coast 2 Coast Soccer will provide a co-ed, soccer curriculum based around combining soccer techniques, soccer skills and world cup scrimmages. The sessions per school site are below in Appendix 1.

Consultant will invoice the District monthly during the program.

The parties enter into this agreement with the understanding that if, for any reason, the Board of Trustees of the Oxnard School District wishes to terminate this agreement, it may do so and pay the Consultant a prorated portion of the sum due based on work already satisfactorily completed.

Contractor will complete the criminal background check requirements of California Education Code Section 45125.1 for the school sites that it will work with in Oxnard School District. None of the Coast 2 Coast Soccer employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 1192.7(c).

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto, the day and year first above written.

## **Appendix 1:** Scheduling Details

Site Number: 1  
Days per week: 2  
Week Number 15  
Total sessions: 60  
Start date: 1/23  
End date: 5/17  
Days: Tuesday, Thursday Times: 11:20am -12:20pm  
Price: \$117 per hour

SIGNATURE PAGE  
COAST 2 COAST SOCCER

Date: 12/4/17

Print Name: CHRIS MURPHY



Signature:

Oxnard SCHOOL DISTRICT

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

Print Name: Lisa A. Franz, Director, Purchasing

Signature: \_\_\_\_\_



**BOARD AGENDA ITEM**

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 1/17/18

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

  X   Personnel

\_\_\_\_\_ Legal

\_\_\_\_\_ Facilities

SECTION F: BOARD POLICIES 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #17-252 – California State University, Northridge (Vaca/Bond)**

California State University, Northridge and Oxnard School District will establish a partnership to allow quality clinical placement experiences to student-trainees enrolled in the master's degree and/or credential degree program in School Psychology specialization.

Term of Agreement: January 18, 2018 through January 17, 2021

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #17-252 with California State University, Northridge.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-252, California State University, Northridge (9 Pages)  
Certificate of Insurance (7 Pages)



**Professional School Psychology Fieldwork Agreement  
Between the Department of Educational Psychology and  
Counseling and the Fieldwork Supervision Oxnard School  
District**

**Instructions**

1. Please complete this digital form by typing information into the Shaded Boxes.
2. Please send questions and comments to Dr. Wilda Laija-Rodriguez [wilda.laija-Rodriguez@csun.edu](mailto:wilda.laija-Rodriguez@csun.edu)
3. Mail the signed and completed documents to:  
Wilda Laija-Rodriguez, Ph.D.  
Department of Educational Psychology and Counseling  
California State University, Northridge  
18111 Nordhoff Street Northridge, CA 91330-8265

This Clinical Training Affiliation Agreement is a collaborative and mutual understanding between

**Department of Educational Psychology and Counseling**

**California State University, Northridge**

hereinafter referred to as "University"

and

**Oxnard School District**

hereinafter referred to as "*Oxnard School District*"

for providing quality clinical placement experiences to student-trainees enrolled in the master's degree and/or credential degree program in School Psychology specialization, hereinafter referred to as "*student*".

This affiliation agreement is reflective of the intent by both the University and Oxnard School District to promote quality clinical training for school psychology candidates through coordinated training objectives, enhanced supervisory experience and enriched professional identity.

**University:** California State University, Northridge  
Department of Educational Psychology and Counseling  
18111 Nordhoff Street Northridge, CA 91330  
(818) 677-2599  
[www.csun.edu/epc](http://www.csun.edu/epc)

*Contact:*

Dr. Wilda Laija-Rodriguez [wilda.laija-rodriguez@csun.edu](mailto:wilda.laija-rodriguez@csun.edu), Professor and Fieldwork Coordinator

**Oxnard School District:** Oxnard School District  
1051 South A Street, Oxnard CA 93030  
(805)385-1501 Fax:(805)486-3408  
[www.oxnardsd.org](http://www.oxnardsd.org)

*Oxnard School District Contact for Students Seeking Placement:*

Dr. Jesus Vaca Title: Assistant Superintendent, Human Resources  
[jvaca@oxnardsd.org](mailto:jvaca@oxnardsd.org) (805)385-1501

## I. TERMS OF THE CLINICAL TRAINING AFFILIATION

### A. General Understanding

1. **Length of Agreement:** Unless earlier terminated, the affiliation agreement between the University and Oxnard School District will be in effect for a term of three (3) years from the approval date.
2. **Renewal Process:** The University or Oxnard School District may make amendments at any time and such amendments will be made in writing and signed by each party. As necessary, both the University and Oxnard School District will review and revise the terms of this affiliation prior to renewal. The party proposing changes to the agreement is required to provide 30 days advanced written notice of the intention to change the agreement.
3. **Purpose:** This is an affiliation agreement between the University and Oxnard School District to provide students with clinical experience and training. It is understood that the students are not required nor expected to recruit clients for the Oxnard School District as part of their clinical placement. At no time throughout this agreement should students be considered officers, employees, agents or volunteers of the University and/or Oxnard School District. The student shall be considered as an “official volunteer” of the Oxnard School District for purposes of Worker’s Compensation and Liability coverage. Students are covered by SAFECLIP and SPLIP insurances provided by CSU and Oxnard School District is not required to administer medical care but shall provide emergency services. Oxnard School District may require students to carry their own insurance.
4. **Site Qualifications:** The Oxnard School District is not a private practice setting. The Oxnard School District lawfully and regularly provides school psychology services and is a K-12 school accredited by the State of California.
5. **Student Qualifications:** All students who have been designated as an “*School Psychology Intern or candidate*” by University are eligible to apply for clinical placement at the Oxnard School District. The students will be expected to apply according to the Oxnard School District’s process and procedures. The Oxnard School District may select appropriate students for their training programs through its own application and selection process.

- a. Students will be expected to adhere to the Oxnard School District's administrative, confidentiality, conflict of interest, code of conduct, operational, and clinical policies and procedures.
  - b. An Oxnard School District that charges training/supervision fees are required to inform students during the application process.
  - c. Students will be required to procure and maintain in force during the term of student(s)' fieldwork placement, at the student(s)' sole cost and expense, professional and personal liability insurance coverage to protect the student against liability arising from any and all negligent acts or incidents caused by the student(s). Coverage under such professional and personal liability insurance shall be not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate for all Covered Parties. Evidence of such insurance will be provided by the EPC Department on behalf of the university upon request of the Oxnard School District.
6. **Training Agreement:** Students accepted to the Oxnard School District will provide the Oxnard School District with CSUN's *School Psychology Fieldwork Agreement* form. This form specifies the unique requirements of each trainee's placement and clarifies the responsibilities of the Oxnard School District, Trainee, and University.

B. Ethical, Legal and Professional Issues

1. The University requires that students be knowledgeable about the laws and regulations relating to the practice of National Association of School Psychology in California; all students must complete a course in ethics before beginning fieldwork.
2. The clinical supervisors know, understand, and abide by the laws and regulations pertaining to supervision of trainees and to the experience required for licensure as school psychologists.
3. The University and the Oxnard School District expect that the students will abide by the ethical standards of the National Association of School Psychologists. The University will provide the students with these ethical standards during their first year in the program.
4. The University and the Oxnard School District will promote the professional identity of the students as licensed school psychologists and will encourage the students to join professional organizations related to school psychology.

## II. UNIVERSITY'S CONTRIBUTION

A. Approval of Training Status of Students

Through the Educational Psychology and Counseling (EPC) Department, the University will review students' preparedness for clinical experience at the end of their first year for fieldwork or practica and at the end of the second year for internship who pass this review will be allowed to begin their placements in the field during their second year.

B. Preparation of Students for Field Placement

Prior to allowing students to register for field placement, the University agrees to ensure that students have the following coursework:

- *EPC 659A and EPC 659B: Pre-Practicum Experience* (Practicum A and B)
- *EPC 667: Law and Ethics*, including child abuse reporting.
- *EPC 664: Diagnosis*, including an introduction to major DSM diagnoses
- *EPC 655: Theories*, including the major counseling and family therapy theories.
- *EPC 643: Cross-cultural counseling*
- *EPC 661: Multi-systemic Behavioral Intervention*, which focuses on functional assessments.
- *SPED 610: Academic Interventions*, which focus on curriculum evaluation and interventions

During clinical placement experience, students will be monitored by the University through a fieldwork course. All students are required to be enrolled in a fieldwork course while providing direct client service. The University will orient and inform the students regarding the University's expectations and California license requirements regarding clinical placement experience. The University will provide students with a Student Handbook that includes such information and required forms. The Student Handbook will instruct students on current requirements and procedures as defined by the University.

C. Procedure for Addressing Student/Supervisor Concerns

The procedure for handling conflicts between the student and Oxnard School District or supervisor is for the student to address these difficulties with his/her primary supervisor at the Oxnard School District, or if the supervisor has concerns to address these directly with the student as early as possible. If the problem is not resolved, the student and/or supervisor should address their concerns with the student's Fieldwork/Internship Instructor and/or the Fieldwork/Internship Coordinator. If necessary, a written addendum to the training agreement may be used to address concerns. Additionally, in coordination with the field site, the Fieldwork/Internship Instructor may refer the student the Department's Student Affairs Committee to address more serious concerns related to academic, competency, and/or legal/ethical issues.

D. Distribution of Information about Oxnard School District

The University will share Oxnard School District information and recruitment announcements for students. The Oxnard School District will also be welcomed to attend a district informational session in the Spring for fieldwork students.

### **III. OXNARD SCHOOL DISTRICT'S CONTRIBUTION**

A. Provide Students with an Orientation of the Oxnard School District

The Oxnard School District will provide the students with an orientation to the Oxnard School District's administrative and clinical policies and procedures. The Oxnard School District will have a written plan for handling emergencies at each site that students are providing services and orient the students on the execution of the plan.

B. Assign Students Direct Experience

The Oxnard School District will involve the students in assignments that include direct client contact, which involves opportunities to counsel, assess, consult and conduct behavioral and academic interventions with students. Assessment, consultation, and interventions will also involve contact with teachers, parents, and school personnel. The Oxnard School District will assign cases and clinical duties that are consistent with the students' level of experience and competence.

The Oxnard School District agrees to provide the following hours of experience for each student:

1. **Up to 450 hours of fieldwork placement or up to 1200 hours of internship placement to include opportunities to gain experience in:**
  - Counseling
  - Consultation with parents, teachers, and school staff
  - Psycho-educational and behavioral assessment
  - Academic and behavioral interventions
  - Providing in-services and workshops
  - Other duties specific to school psychology
2. **Weekly individual supervision that should sum up to at least 2 hours; and**
3. **Provide supervision from an experienced (at least three years) school psychologist.**

These hours must also include experiences in the following areas:

- a. Assessing and diagnosing mental health issues.
- b. Writing psycho-educational reports.
- c. Referring clients to community resources, when feasible.
- d. Implementing specific National Association of School Psychology theories and techniques.

C. Provide Training

The Oxnard School District agrees to provide training and support when gaps in training are noted in the following areas:

1. assessment
2. counseling
3. consultation
4. interventions
5. opportunities for research

D. Evaluate Qualifications of Supervisors

The Oxnard School District will determine that the supervisors assigned to supervise School Psychology trainees have the appropriate clinical training, supervisory experience and license qualifications.

E. Verify the Clinical License of Supervisors

The Oxnard School District will verify that the clinical licenses of its supervisors are current and that the supervisors have completed training in supervision, as required by the National Association of School Psychologists (NASP), which indicates at least three years of experience.

F. Allow Presentation of Cases

The Oxnard School District will allow students to present clinical cases treated at the Oxnard School District in their fieldwork courses at the University. Identifying client data will be changed to protect client confidentiality.

G. General Oxnard School District Information

1. **Description of Oxnard School District (for student publications):**

The Oxnard School District provides services to students in grades K- 8

2. **Candidates may provide services for:**

- Children/Adolescents
- School faculty and staff
- Parents when needed and when appropriate

3. **Candidates will gain experience in (checked boxes required of all sites):**

- Assessment/Diagnosis: Describe: Psycho-educational, functional, and curriculum assessment
- Counseling: Individual and group
- Consultation: Describe: behavioral and academic consultation
- Academic and behavioral interventions.
- Diverse Client Population
- Crisis Management
- In-services/workshops: Describe as needed and agreed with supervisor.
- Other: Describe

4. **Candidates will have the opportunity to participate in:**

- Training seminars at site.
- Staff meetings.
- Continuing education seminars or conferences off site.

5. **Supervision**

The site agrees to provide:

- Individual weekly supervision (required for our national accrediting body) 2 hours min.
- Group supervision
- Supervision by a NASP Approved Supervisor (Supervisor with at least three years of experience)

6. **Application Procedure/Requirements**

- a. Describe application procedures and deadlines: candidates will apply to districts *In the Spring semester*
- b. To apply for a training position the student needs to contact Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services at (805)385-1501, [jvaca@oxnardsd.org](mailto:jvaca@oxnardsd.org) and complete the following: interview, resume, application, fingerprints, etc.
- c. The Oxnard School District requires a school calendar (from Sept to June) commitment and a minimum of 8 hours of *direct client services per week* and a range of 8-40 hours per

week, depending on the site, needs, and whether the position is for fieldwork or internship.

- d. A background check fingerprint clearance report will be required.
- e. A negative Tuberculosis test result documentation will be required.

## 7. **Proof of Insurance**

The Oxnard School District shall procure and maintain or provide a program of self-insurance for General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each occurrence and minimum limit of \$2,000,000 General Aggregate and vehicle insurance in effect with a minimum coverage of \$1,000,000 per occurrence. Insurance shall be placed with insurers with a current A.M. Best rating of no less than VII. The Oxnard School District will provide evidence of such insurance upon the request of the University.

UNIVERSITY shall carry and maintain at least \$1,000,000 per occurrence and \$2,000,000 in General Aggregate commercial general liability insurance including Workers Compensation of at least \$1,000,000 per occurrence, Automobile Liability of at least \$1,000,000 and Abuse and Molestation of at least \$1,000,000 per occurrence and provide Oxnard School District with an additional covered party endorsement naming the Oxnard School District as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the Oxnard School District within thirty (30) days to keep the contract in force. If the UNIVERSITY changes insurance carriers, Oxnard School District must be notified thirty (30) days prior to change.

## 8. **Indemnification**

UNIVERSITY shall defend, indemnify and hold the Oxnard School District, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney 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.

Oxnard School 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 attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Oxnard School District, its officers, employees, or agents.

## H. Clinical Supervisors

1. **Responsibility Statement:** The clinical supervisors of the Oxnard School District will sign the *Responsibility Statement for Supervisors of a School Psychology Intern or Trainee* form for each student under their supervision and will provide the student with the original copy. It is the student's responsibility to obtain the supervisor's signature and retain it for their records.



2. **Logs of Hours:** The clinical supervisors of the Oxnard School District will review and sign hour logs of hours (required for its national accreditation). These forms are to be completed by the student on a weekly basis and it is the responsibility of the student to obtain the supervisor's signature and retain these. Supervisors should sign the form each week.
3. **Online Evaluation of Student:** Each semester, the supervisor will complete an online evaluation of the student. The student will request the supervisor's email at the beginning of the semester. The supervisor will be sent two emails, one with a password and one with a link, towards the end of the semester. The supervisor is required to meet individually with the student to review the evaluation. The evaluation is due to the University in the last week of classes each semester; it is the student's responsibility to inform the supervisor of this due date. The online evaluation is considered complete, only when the supervisor selects the "submit" button at the end of the evaluation. The supervisor will know the evaluation has been received when he/she receives an email copy of the evaluation.
4. **Experience Verification Form:** The clinical supervisors of the Oxnard School District will complete and sign the *School Psychologist Experience Verification* form for each student under their supervision upon completion of the supervisory relationship. It is the responsibility of the student to complete this form and keep the original copy for submission to the Board of Behavioral Sciences.
5. **Volunteer Supervision Requirements:** Supervisors employed by the Oxnard School District on a volunteer basis need to have a written agreement with the Oxnard School District regarding their supervisory assignments.
6. **Dual Relationships:** Supervisors will not be related to the students under their supervision, nor will they have a personal relationship, which undermines the authority or effectiveness of the supervision.
7. **Responsibility for Oversight:** The Oxnard School District, through its clinical supervisors, has the primary responsibility for ensuring that the extent, kind and quality of the experiences performed by the students is consistent with the training and experience of the students and meets the requirement established by law and ethics. The supervisor will remain updated about the state's laws and regulations regarding school psychology.
8. **Provision of Supervision:** The Oxnard School District will provide each student with:
  - A minimum of two (2) hours of individual supervision each week that the students claim hours of experience.
  - Sufficient individual and group supervision to maintain the state mandated ratio of one unit of supervision for every five clients seen.
  - Group supervision will not include more than three (3) supervisees.
  - Secondary contact person, in case supervisor is not available during an emergency.

Students will not count as hours of experience the hours when clients do not appear for their sessions. When the supervisor is unavailable for any given week, the students will receive supervision from another qualified licensed professional, as arranged by the Oxnard School District.

9. **The Oxnard School District, through its clinical staff, will monitor the clinical practice of the students using the following methods:**

- Review of student's written reports
- Student's report of work in supervision
- Co-facilitation of groups or sessions with school psychology staff
- Review of audio or video recording of student's sessions
- Direct observation by clinical staff of student's clinical work
- Other: Through consultation with supervisor

I. Evaluation of Training Progress

1. The Oxnard School District will determine when students are prepared for school psychology assignments and will assess each student's level of clinical competence.
2. The Oxnard School District will provide students with ongoing feedback of their training progress and written remediation plans, as appropriate to the situation. The Oxnard School District will notify the University, verbally or in writing, of concerns with student progress.

**IV. SIGNATURES**

This understanding of the clinical training affiliation agreement between the University and the Oxnard School District has been formulated and approved by:

Oxnard School District's Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Lisa Franz, Director, Purchasing

EPC/University Representative Concur: \_\_\_\_\_ Date: \_\_\_\_\_  
Educational Psychology & Counseling  
Fieldwork Coordinator

EPC/University Representative Concur: Wilda Lajja-Rodriguez, Ph.D. 10/19/15  
Educational Psychology & Counseling  
School Psychology Coordinator

EPC/University Representative Concur: \_\_\_\_\_ Date: \_\_\_\_\_  
Educational Psychology & Counseling  
Department Chair

Purchasing and Contract Admin Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Suellen J. Martensson  
Buyer III Purchasing & Contract Administration



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2017

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> Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor San Francisco CA 94111	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 415-403-1400	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A :Lloyds of London		
<b>INSURED</b> The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 CSU Northridge	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER: 1469017471** **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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PCSUR000417	7/1/2017	6/30/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (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) \$ 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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Student Professional Liability Insurance Program (SPLIP)			PCSUR000417	7/1/2017	6/30/2018	\$2,000,000 \$4,000,000 Each Claim Policy Aggregate


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

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Affiliation Agreement for clinical experience and training. Term of Agreement: November 14, 2017 - November 13, 2020.

### 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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# CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)  
11/28/2017

**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, Northridge  
18111 Nordhoff Street  
Northridge CA 91330-8355

**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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				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-1718	7/1/2017	6/30/2018	<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**  
Evidence of coverage as respects the Affiliation Agreement for clinical experience and training. Term of Agreement: November 14, 2017 - November 13, 2020.

CERTIFICATE HOLDER	CANCELLATION
Oxnard School District 1051 South A Street Oxnard CA 93030	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 

8. **Impaired property** means tangible property, other than the **Insured's product** or the **Insured's work**, that cannot be used or is less useful because:
- (a) It incorporates the **Insured's product** or the **Insured's work** that is known or thought to be defective, deficient, inadequate or dangerous' or
  - (b) The **Insured** has failed to fulfil the terms of a contract or agreement, if such property can be restored to use by:
    - (i) The repair, replacement, adjustment or removal of the **Insured's product** or the **Insured's work**; or
    - (ii) The **Insured's** fulfilling the terms of the contract or agreement.

9. **Insured means:**

- (a) the Named **Insured**, being the entity designated in Item 1 of the Declarations. The Named **Insured** shall also include, until such time as they may be sold or otherwise disposed of or become unaffiliated with the Named **Insured**:
  - (i) any additional entities specified in the Declarations or added by endorsement to this Policy;
  - (ii) any subsidiary or owned or controlled companies of the Named **Insured** as are in existence at the inception date of this Policy;
  - (iii) any subsidiary or owned or controlled company of the Named **Insured** created or acquired subsequent to the inception date of this Policy, but coverage hereunder will not apply:
    - A. to any **Claims** arising from **Professional Services** which were rendered or Incidents which occurred prior to the date of such creation or acquisition,
    - B. for a period greater than thirty days from the date of such creation or acquisition. However, if the Named **Insured** shall give Underwriters notice of any such created or acquired subsidiary or owned or controlled company within the aforesaid period of thirty days and the Named **Insured** shall:
      - 1. pay any additional premium, and
      - 2. accept such terms,
 as may be required by Underwriters, then this Policy shall continue to apply to such subsidiary or owned or controlled company.
- (b) any employee of the Named **Insured**, but only while acting within the scope of their duties as such;

- (c) any member or partner of a joint venture or partnership specifically designated in the Declarations, but only with respect to such member's or partner's liability arising within the scope of their duties within such designated joint venture or partnership;
- (d) any executive officer, member of the board of directors, trustees or governors of the Named **Insured**, but only while acting within the scope of their duties as such;
- (e) any authorized student or volunteer of the Named **Insured** but only while:
  - (i) acting within the scope of their duties as such; or
  - (ii) for volunteer work which has been approved by the Named **Insured** as work experience relevant to the professional curricula;
- (f) any **enrolled student** of the Named **Insured**, but only while acting within the scope of their duties as such;
- (g) any member of a formal accreditation, standards review or similar professional board or committee of the Named **Insured**, or any employee charged with the duty of executing the directives of such professional board or committee, or any employee communicating information to such professional board or committee; but only while the member or employee is acting within the scope of their duties as such;
- (h) any Government Authority, funding source or Institution, but only in respect of liability arising out of the operations of the Named **Insured** and upon the specific request of such Government Authority, funding source or Institution or Auxiliary Organization;
- (i) any person or entity to whom the Named **Insured** is contractually obligated, either in writing or verbally, to provide such coverage as is afforded by this Policy;
- (j) any person or organization having proper temporary custody of the **Insured's** property due to the **Insured's** death, but only:
  1. with respect to liability arising out of the maintenance or use of that property; and
  2. until the **Insured's** legal representative has been appointed.
- (k) The **Insured's** legal representative if the **Insured** dies, but only with respect to their duties as such. That representative will assume both the **Insured's** rights and duties under this Policy.

**10 Insured contract means:**

- (a) A lease of premises;
- (b) A sidetrack agreement;
- (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2017

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> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	<b>CONTACT NAME:</b> Mirna Hubbs <b>PHONE (A/C, No, Ext):</b> (805)585-6739 <b>E-MAIL ADDRESS:</b> mhubbs@tolmanandwiker.com	<b>FAX (A/C, No):</b> (805)585-6839	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Oxnard School District attn: Norma Magana 1051 South "A" Street Oxnard CA 93030	<b>INSURER A:</b> VCSSFA		
	<b>INSURER B:</b> United Educators Ins		10020
	<b>INSURER C:</b> Safety National Casualty Co		15105
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 17/18 GL/AU/WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		VCSSFA LCM 2017-2018	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
B	<input checked="" type="checkbox"/> CA School Form SIR			RCN20170359501	7/1/2017	7/1/2018	MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Self Insured Retention \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			VCSSFA LCM 2017-2018	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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"/> EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						DED RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4055164	7/1/2017	7/1/2018	<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	Workers Compensation			WCM 2017-2018	7/1/2017	7/1/2018	S.I.R. \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
As respects to General Liability: University, its officers, employees, and agents are Additional Insured as respects to Professional School Psychology Fieldwork Agreement Between the Department of Educational Psychology and Counseling and the Fieldwork Supervision Oxnard School District during the 7/1/2017 - 7/1/2018 policy term per endorsement AI-1. Endorsement applies only as required by current written contract on file.

**CERTIFICATE HOLDER**

**CANCELLATION**

wilda.laija-rodriquez@csun  California State University, Northridge Department of Educational Psychology and 18111 Nordhoff Street Northridge, CA 91330	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 J Munoz-Goode/MIRNAH
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**THIS ENDORSEMENT CHANGES THE VCSSFA LIABILITY  
COVERAGE MEMORANDUM. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED**

This endorsement modifies coverage afforded under the following:

**VCSSFA LIABILITY COVERAGE MEMORANDUM**

**XII. DEFINITIONS, GG. Other Covered Party** is amended to include:

5. As an **Additional Insured**, a person or organization as required in a written contract or agreement with the **Covered Party** but only for **Bodily Injury** and **Property Damage** that first occurs after the written contract is executed by the **Covered Party** and is caused by an **Occurrence** during the **Coverage Period**. The coverage provided for this **Additional Insured** shall be the lesser of the coverage provided by this **Memorandum** or the coverage and limits agreed to in the written contract.

Coverage under this **Memorandum** for the **Additional Insured** applies only to certain coverage provided under **III. Coverage Agreement, A. Liability and Errors and Omissions**.

The following additional exclusions apply to the **Additional Insured** included by this Endorsement AI-1, which are in addition to those listed in the **VCSSFA Liability Coverage Memorandum, IX.**

**EXCLUSIONS**

Exclusions:

The coverage afforded to the **Additional Insured** does not apply to:

1. **Bodily Injury** or **Property Damage** arising out of an **Occurrence** that first occurs after the written contract ends;
2. **Bodily Injury** or **Property Damage** arising out of the sole negligence of the **Additional Insured**;
3. Liability assumed by the **Additional Insured** under any contract or agreement;
4. **Property Damage** to:
  - a. Property owned, used, occupied by, rented to, or in the care, custody or control of the **Additional Insured** or its employee or agent, or as to which the **Additional Insured**, its employee or agent is for any purpose exercising physical control;



5. Any liability which would otherwise be covered under III. A. Coverage Agreement, Liability and Errors and Omissions because of Personal Injury, Advertising Injury or Errors and Omissions.

All other terms and conditions of the VCSSFA Liability Coverage Memorandum remain unchanged.

This endorsement to the VCSSFA LCM # 2017-2018 takes effect on 07/01/2017 at 12:01 a.m., Pacific Standard Time, the effective date of the VCSSFA Liability Coverage Memorandum, and any applicable reinsurance, unless another effective date is shown below.

Complete the information below only when this endorsement is not effective on 07/01/2017:  
Endorsement AI-1 is effective as of \_\_\_\_\_ at 12:01 a.m., Pacific Standard Time

Endorsement AI-1 is issued to: Oxnard School District  
Issued by: VCSSFA

Expiration Date: 07/01/2018



VCSSFA Authorized Representative





**Professional School Psychology Fieldwork Agreement  
Between the Department of Educational Psychology and  
Counseling and the Fieldwork Supervision Oxnard School  
District**

**Instructions**

1. Please complete this digital form by typing information into the Shaded Boxes.
2. Please send questions and comments to Dr. Wilda Laija-Rodriguez [wilda.laija-Rodriguez@csun.edu](mailto:wilda.laija-Rodriguez@csun.edu)
3. Mail the signed and completed documents to:  
Wilda Laija-Rodriguez, Ph.D.  
Department of Educational Psychology and Counseling  
California State University, Northridge  
18111 Nordhoff Street Northridge, CA 91330-8265

This Clinical Training Affiliation Agreement is a collaborative and mutual understanding between

**Department of Educational Psychology and Counseling**

**California State University, Northridge**

hereinafter referred to as "University"

and

**Oxnard School District**

hereinafter referred to as "*Oxnard School District*"

for providing quality clinical placement experiences to student-trainees enrolled in the master's degree and/or credential degree program in School Psychology specialization, hereinafter referred to as "*student*".

This affiliation agreement is reflective of the intent by both the University and Oxnard School District to promote quality clinical training for school psychology candidates through coordinated training objectives, enhanced supervisory experience and enriched professional identity.

**University:** California State University, Northridge  
Department of Educational Psychology and Counseling  
18111 Nordhoff Street Northridge, CA 91330  
(818) 677-2599  
[www.csun.edu/epc](http://www.csun.edu/epc)

*Contact:*

Dr. Wilda Laija-Rodriguez [wilda.laija-rodriguez@csun.edu](mailto:wilda.laija-rodriguez@csun.edu), Professor and Fieldwork Coordinator

**Oxnard School District:** Oxnard School District  
1051 South A Street, Oxnard CA 93030  
(805)385-1501 Fax:(805)486-3408  
[www.oxnardsd.org](http://www.oxnardsd.org)

*Oxnard School District Contact for Students Seeking Placement:*

Dr. Jesus Vaca Title: Assistant Superintendent, Human Resources  
[jvaca@oxnardsd.org](mailto:jvaca@oxnardsd.org) (805)385-1501

## I. TERMS OF THE CLINICAL TRAINING AFFILIATION

### A. General Understanding

1. **Length of Agreement:** Unless earlier terminated, the affiliation agreement between the University and Oxnard School District will be in effect for a term of three (3) years from the approval date.
2. **Renewal Process:** The University or Oxnard School District may make amendments at any time and such amendments will be made in writing and signed by each party. As necessary, both the University and Oxnard School District will review and revise the terms of this affiliation prior to renewal. The party proposing changes to the agreement is required to provide 30 days advanced written notice of the intention to change the agreement.
3. **Purpose:** This is an affiliation agreement between the University and Oxnard School District to provide students with clinical experience and training. It is understood that the students are not required nor expected to recruit clients for the Oxnard School District as part of their clinical placement. At no time throughout this agreement should students be considered officers, employees, agents or volunteers of the University and/or Oxnard School District. The student shall be considered as an “official volunteer” of the Oxnard School District for purposes of Worker’s Compensation and Liability coverage. Students are covered by SAFECLIP and SPLIP insurances provided by CSU and Oxnard School District is not required to administer medical care but shall provide emergency services. Oxnard School District may require students to carry their own insurance.
4. **Site Qualifications:** The Oxnard School District is not a private practice setting. The Oxnard School District lawfully and regularly provides school psychology services and is a K-12 school accredited by the State of California.
5. **Student Qualifications:** All students who have been designated as an “*School Psychology Intern or candidate*” by University are eligible to apply for clinical placement at the Oxnard School District. The students will be expected to apply according to the Oxnard School District’s process and procedures. The Oxnard School District may select appropriate students for their training programs through its own application and selection process.

- a. Students will be expected to adhere to the Oxnard School District's administrative, confidentiality, conflict of interest, code of conduct, operational, and clinical policies and procedures.
  - b. An Oxnard School District that charges training/supervision fees are required to inform students during the application process.
  - c. Students will be required to procure and maintain in force during the term of student(s)' fieldwork placement, at the student(s)' sole cost and expense, professional and personal liability insurance coverage to protect the student against liability arising from any and all negligent acts or incidents caused by the student(s). Coverage under such professional and personal liability insurance shall be not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate for all Covered Parties. Evidence of such insurance will be provided by the EPC Department on behalf of the university upon request of the Oxnard School District.
6. **Training Agreement:** Students accepted to the Oxnard School District will provide the Oxnard School District with CSUN's *School Psychology Fieldwork Agreement* form. This form specifies the unique requirements of each trainee's placement and clarifies the responsibilities of the Oxnard School District, Trainee, and University.

B. Ethical, Legal and Professional Issues

1. The University requires that students be knowledgeable about the laws and regulations relating to the practice of National Association of School Psychology in California; all students must complete a course in ethics before beginning fieldwork.
2. The clinical supervisors know, understand, and abide by the laws and regulations pertaining to supervision of trainees and to the experience required for licensure as school psychologists.
3. The University and the Oxnard School District expect that the students will abide by the ethical standards of the National Association of School Psychologists. The University will provide the students with these ethical standards during their first year in the program.
4. The University and the Oxnard School District will promote the professional identity of the students as licensed school psychologists and will encourage the students to join professional organizations related to school psychology.

## II. UNIVERSITY'S CONTRIBUTION

A. Approval of Training Status of Students

Through the Educational Psychology and Counseling (EPC) Department, the University will review students' preparedness for clinical experience at the end of their first year for fieldwork or practica and at the end of the second year for internship who pass this review will be allowed to begin their placements in the field during their second year.

B. Preparation of Students for Field Placement

Prior to allowing students to register for field placement, the University agrees to ensure that students have the following coursework:

- *EPC 659A and EPC 659B: Pre-Practicum Experience* (Practicum A and B)
- *EPC 667: Law and Ethics*, including child abuse reporting.
- *EPC 664: Diagnosis*, including an introduction to major DSM diagnoses
- *EPC 655: Theories*, including the major counseling and family therapy theories.
- *EPC 643: Cross-cultural counseling*
- *EPC 661: Multi-systemic Behavioral Intervention*, which focuses on functional assessments.
- *SPED 610: Academic Interventions*, which focus on curriculum evaluation and interventions

During clinical placement experience, students will be monitored by the University through a fieldwork course. All students are required to be enrolled in a fieldwork course while providing direct client service. The University will orient and inform the students regarding the University's expectations and California license requirements regarding clinical placement experience. The University will provide students with a Student Handbook that includes such information and required forms. The Student Handbook will instruct students on current requirements and procedures as defined by the University.

C. Procedure for Addressing Student/Supervisor Concerns

The procedure for handling conflicts between the student and Oxnard School District or supervisor is for the student to address these difficulties with his/her primary supervisor at the Oxnard School District, or if the supervisor has concerns to address these directly with the student as early as possible. If the problem is not resolved, the student and/or supervisor should address their concerns with the student's Fieldwork/Internship Instructor and/or the Fieldwork/Internship Coordinator. If necessary, a written addendum to the training agreement may be used to address concerns. Additionally, in coordination with the field site, the Fieldwork/Internship Instructor may refer the student the Department's Student Affairs Committee to address more serious concerns related to academic, competency, and/or legal/ethical issues.

D. Distribution of Information about Oxnard School District

The University will share Oxnard School District information and recruitment announcements for students. The Oxnard School District will also be welcomed to attend a district informational session in the Spring for fieldwork students.

### **III. OXNARD SCHOOL DISTRICT'S CONTRIBUTION**

A. Provide Students with an Orientation of the Oxnard School District

The Oxnard School District will provide the students with an orientation to the Oxnard School District's administrative and clinical policies and procedures. The Oxnard School District will have a written plan for handling emergencies at each site that students are providing services and orient the students on the execution of the plan.

B. Assign Students Direct Experience

The Oxnard School District will involve the students in assignments that include direct client contact, which involves opportunities to counsel, assess, consult and conduct behavioral and academic interventions with students. Assessment, consultation, and interventions will also involve contact with teachers, parents, and school personnel. The Oxnard School District will assign cases and clinical duties that are consistent with the students' level of experience and competence.

The Oxnard School District agrees to provide the following hours of experience for each student:

1. **Up to 450 hours of fieldwork placement or up to 1200 hours of internship placement to include opportunities to gain experience in:**
  - Counseling
  - Consultation with parents, teachers, and school staff
  - Psycho-educational and behavioral assessment
  - Academic and behavioral interventions
  - Providing in-services and workshops
  - Other duties specific to school psychology
2. **Weekly individual supervision that should sum up to at least 2 hours; and**
3. **Provide supervision from an experienced (at least three years) school psychologist.**

These hours must also include experiences in the following areas:

- a. Assessing and diagnosing mental health issues.
- b. Writing psycho-educational reports.
- c. Referring clients to community resources, when feasible.
- d. Implementing specific National Association of School Psychology theories and techniques.

C. Provide Training

The Oxnard School District agrees to provide training and support when gaps in training are noted in the following areas:

1. assessment
2. counseling
3. consultation
4. interventions
5. opportunities for research

D. Evaluate Qualifications of Supervisors

The Oxnard School District will determine that the supervisors assigned to supervise School Psychology trainees have the appropriate clinical training, supervisory experience and license qualifications.

E. Verify the Clinical License of Supervisors

The Oxnard School District will verify that the clinical licenses of its supervisors are current and that the supervisors have completed training in supervision, as required by the National Association of School Psychologists (NASP), which indicates at least three years of experience.

F. Allow Presentation of Cases

The Oxnard School District will allow students to present clinical cases treated at the Oxnard School District in their fieldwork courses at the University. Identifying client data will be changed to protect client confidentiality.

G. General Oxnard School District Information

1. **Description of Oxnard School District (for student publications):**

The Oxnard School District provides services to students in grades K- 8

2. **Candidates may provide services for:**

- Children/Adolescents
- School faculty and staff
- Parents when needed and when appropriate

3. **Candidates will gain experience in (checked boxes required of all sites):**

- Assessment/Diagnosis: Describe: Psycho-educational, functional, and curriculum assessment
- Counseling: Individual and group
- Consultation: Describe: behavioral and academic consultation
- Academic and behavioral interventions.
- Diverse Client Population
- Crisis Management
- In-services/workshops: Describe as needed and agreed with supervisor.
- Other: Describe

4. **Candidates will have the opportunity to participate in:**

- Training seminars at site.
- Staff meetings.
- Continuing education seminars or conferences off site.

5. **Supervision**

The site agrees to provide:

- Individual weekly supervision (required for our national accrediting body) 2 hours min.
- Group supervision
- Supervision by a NASP Approved Supervisor (Supervisor with at least three years of experience)

6. **Application Procedure/Requirements**

- a. Describe application procedures and deadlines: candidates will apply to districts *In the Spring semester*
- b. To apply for a training position the student needs to contact Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services at (805)385-1501, [jvaca@oxnardsd.org](mailto:jvaca@oxnardsd.org) and complete the following: interview, resume, application, fingerprints, etc.
- c. The Oxnard School District requires a school calendar (from Sept to June) commitment and a minimum of 8 hours of *direct client services per week* and a range of 8-40 hours per



week, depending on the site, needs, and whether the position is for fieldwork or internship.

- d. A background check fingerprint clearance report will be required.
- e. A negative Tuberculosis test result documentation will be required.

## 7. **Proof of Insurance**

The Oxnard School District shall procure and maintain or provide a program of self-insurance for General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each occurrence and minimum limit of \$2,000,000 General Aggregate and vehicle insurance in effect with a minimum coverage of \$1,000,000 per occurrence. Insurance shall be placed with insurers with a current A.M. Best rating of no less than VII. The Oxnard School District will provide evidence of such insurance upon the request of the University.

UNIVERSITY shall carry and maintain at least \$1,000,000 per occurrence and \$2,000,000 in General Aggregate commercial general liability insurance including Workers Compensation of at least \$1,000,000 per occurrence, Automobile Liability of at least \$1,000,000 and Abuse and Molestation of at least \$1,000,000 per occurrence and provide Oxnard School District with an additional covered party endorsement naming the Oxnard School District as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the Oxnard School District within thirty (30) days to keep the contract in force. If the UNIVERSITY changes insurance carriers, Oxnard School District must be notified thirty (30) days prior to change.

## 8. **Indemnification**

UNIVERSITY shall defend, indemnify and hold the Oxnard School District, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney 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.

Oxnard School 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 attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Oxnard School District, its officers, employees, or agents.

## H. Clinical Supervisors

1. **Responsibility Statement:** The clinical supervisors of the Oxnard School District will sign the *Responsibility Statement for Supervisors of a School Psychology Intern or Trainee* form for each student under their supervision and will provide the student with the original copy. It is the student's responsibility to obtain the supervisor's signature and retain it for their records.

2. **Logs of Hours:** The clinical supervisors of the Oxnard School District will review and sign hour logs of hours (required for its national accreditation). These forms are to be completed by the student on a weekly basis and it is the responsibility of the student to obtain the supervisor's signature and retain these. Supervisors should sign the form each week.
3. **Online Evaluation of Student:** Each semester, the supervisor will complete an online evaluation of the student. The student will request the supervisor's email at the beginning of the semester. The supervisor will be sent two emails, one with a password and one with a link, towards the end of the semester. The supervisor is required to meet individually with the student to review the evaluation. The evaluation is due to the University in the last week of classes each semester; it is the student's responsibility to inform the supervisor of this due date. The online evaluation is considered complete, only when the supervisor selects the "submit" button at the end of the evaluation. The supervisor will know the evaluation has been received when he/she receives an email copy of the evaluation.
4. **Experience Verification Form:** The clinical supervisors of the Oxnard School District will complete and sign the *School Psychologist Experience Verification* form for each student under their supervision upon completion of the supervisory relationship. It is the responsibility of the student to complete this form and keep the original copy for submission to the Board of Behavioral Sciences.
5. **Volunteer Supervision Requirements:** Supervisors employed by the Oxnard School District on a volunteer basis need to have a written agreement with the Oxnard School District regarding their supervisory assignments.
6. **Dual Relationships:** Supervisors will not be related to the students under their supervision, nor will they have a personal relationship, which undermines the authority or effectiveness of the supervision.
7. **Responsibility for Oversight:** The Oxnard School District, through its clinical supervisors, has the primary responsibility for ensuring that the extent, kind and quality of the experiences performed by the students is consistent with the training and experience of the students and meets the requirement established by law and ethics. The supervisor will remain updated about the state's laws and regulations regarding school psychology.
8. **Provision of Supervision:** The Oxnard School District will provide each student with:
  - A minimum of two (2) hours of individual supervision each week that the students claim hours of experience.
  - Sufficient individual and group supervision to maintain the state mandated ratio of one unit of supervision for every five clients seen.
  - Group supervision will not include more than three (3) supervisees.
  - Secondary contact person, in case supervisor is not available during an emergency.

Students will not count as hours of experience the hours when clients do not appear for their sessions. When the supervisor is unavailable for any given week, the students will receive supervision from another qualified licensed professional, as arranged by the Oxnard School District.

9. **The Oxnard School District, through its clinical staff, will monitor the clinical practice of the students using the following methods:**

- Review of student's written reports
- Student's report of work in supervision
- Co-facilitation of groups or sessions with school psychology staff
- Review of audio or video recording of student's sessions
- Direct observation by clinical staff of student's clinical work
- Other: Through consultation with supervisor

I. Evaluation of Training Progress

1. The Oxnard School District will determine when students are prepared for school psychology assignments and will assess each student's level of clinical competence.
2. The Oxnard School District will provide students with ongoing feedback of their training progress and written remediation plans, as appropriate to the situation. The Oxnard School District will notify the University, verbally or in writing, of concerns with student progress.

**IV. SIGNATURES**

This understanding of the clinical training affiliation agreement between the University and the Oxnard School District has been formulated and approved by:

Oxnard School District's Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Lisa Franz, Director, Purchasing

EPC/University Representative Concur: \_\_\_\_\_ Date: \_\_\_\_\_  
Educational Psychology & Counseling  
Fieldwork Coordinator

EPC/University Representative Concur: Wilda Lajja-Rodriguez, Ph.D. 10/19/15  
Educational Psychology & Counseling  
School Psychology Coordinator

EPC/University Representative Concur: \_\_\_\_\_ Date: \_\_\_\_\_  
Educational Psychology & Counseling  
Department Chair

Purchasing and Contract Admin Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Suellen J. Martensson  
Buyer III Purchasing & Contract Administration



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2017

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> Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor San Francisco CA 94111	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 415-403-1400	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A :Lloyds of London		
<b>INSURED</b> The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 CSU Northridge	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER: 1469017471** **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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PCSUR000417	7/1/2017	6/30/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (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) \$ 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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Student Professional Liability Insurance Program (SPLIP)			PCSUR000417	7/1/2017	6/30/2018	\$2,000,000 \$4,000,000 Each Claim Policy Aggregate


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

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Affiliation Agreement for clinical experience and training. Term of Agreement: November 14, 2017 - November 13, 2020.

### 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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# CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)  
11/28/2017

**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).

**NAMED COVERED PARTY**

CSU, Northridge  
18111 Nordhoff Street  
Northridge CA 91330-8355

**PROGRAM AFFORDING COVERAGE**

A: CSURMA

B:

C:

**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	
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<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					
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	CSURMA-WC-1718	7/1/2017	6/30/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				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**

Evidence of coverage as respects the Affiliation Agreement for clinical experience and training. Term of Agreement: November 14, 2017 - November 13, 2020.

**CERTIFICATE HOLDER**

Oxnard School District  
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



8. **Impaired property** means tangible property, other than the **Insured's product** or the **Insured's work**, that cannot be used or is less useful because:
- (a) It incorporates the **Insured's product** or the **Insured's work** that is known or thought to be defective, deficient, inadequate or dangerous' or
  - (b) The **Insured** has failed to fulfil the terms of a contract or agreement, if such property can be restored to use by:
    - (i) The repair, replacement, adjustment or removal of the **Insured's product** or the **Insured's work**; or
    - (ii) The **Insured's** fulfilling the terms of the contract or agreement.

9. **Insured means:**

- (a) the Named **Insured**, being the entity designated in Item 1 of the Declarations. The Named **Insured** shall also include, until such time as they may be sold or otherwise disposed of or become unaffiliated with the Named **Insured**:
  - (i) any additional entities specified in the Declarations or added by endorsement to this Policy;
  - (ii) any subsidiary or owned or controlled companies of the Named **Insured** as are in existence at the inception date of this Policy;
  - (iii) any subsidiary or owned or controlled company of the Named **Insured** created or acquired subsequent to the inception date of this Policy, but coverage hereunder will not apply:
    - A. to any **Claims** arising from **Professional Services** which were rendered or Incidents which occurred prior to the date of such creation or acquisition,
    - B. for a period greater than thirty days from the date of such creation or acquisition. However, if the Named **Insured** shall give Underwriters notice of any such created or acquired subsidiary or owned or controlled company within the aforesaid period of thirty days and the Named **Insured** shall:
      - 1. pay any additional premium, and
      - 2. accept such terms,
 as may be required by Underwriters, then this Policy shall continue to apply to such subsidiary or owned or controlled company.
- (b) any employee of the Named **Insured**, but only while acting within the scope of their duties as such;

- (c) any member or partner of a joint venture or partnership specifically designated in the Declarations, but only with respect to such member's or partner's liability arising within the scope of their duties within such designated joint venture or partnership;
- (d) any executive officer, member of the board of directors, trustees or governors of the Named **Insured**, but only while acting within the scope of their duties as such;
- (e) any authorized student or volunteer of the Named **Insured** but only while:
  - (i) acting within the scope of their duties as such; or
  - (ii) for volunteer work which has been approved by the Named **Insured** as work experience relevant to the professional curricula;
- (f) any **enrolled student** of the Named **Insured**, but only while acting within the scope of their duties as such;
- (g) any member of a formal accreditation, standards review or similar professional board or committee of the Named **Insured**, or any employee charged with the duty of executing the directives of such professional board or committee, or any employee communicating information to such professional board or committee; but only while the member or employee is acting within the scope of their duties as such;
- (h) any Government Authority, funding source or Institution, but only in respect of liability arising out of the operations of the Named **Insured** and upon the specific request of such Government Authority, funding source or Institution or Auxiliary Organization;
- (i) any person or entity to whom the Named **Insured** is contractually obligated, either in writing or verbally, to provide such coverage as is afforded by this Policy;
- (j) any person or organization having proper temporary custody of the **Insured's** property due to the **Insured's** death, but only:
  1. with respect to liability arising out of the maintenance or use of that property; and
  2. until the **Insured's** legal representative has been appointed.
- (k) The **Insured's** legal representative if the **Insured** dies, but only with respect to their duties as such. That representative will assume both the **Insured's** rights and duties under this Policy.

**10 Insured contract means:**

- (a) A lease of premises;
- (b) A sidetrack agreement;
- (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2017

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> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Mirna Hubbs <b>PHONE (A/C, No, Ext):</b> (805)585-6739 <b>FAX (A/C, No):</b> (805)585-6839 <b>E-MAIL ADDRESS:</b> mhubbs@tolmanandwiker.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> VCSSFA	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER B:</b> United Educators Ins	10020
Oxnard School District attn: Norma Magana 1051 South "A" Street Oxnard CA 93030		<b>INSURER C:</b> Safety National Casualty Co	15105
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 17/18 GL/AU/WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		VCSSFA LCM 2017-2018	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
B	<input checked="" type="checkbox"/> CA School Form SIR			RCN20170359501	7/1/2017	7/1/2018	MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			VCSSFA LCM 2017-2018	7/1/2017	7/1/2018	GENERAL AGGREGATE \$ 2,000,000
	<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						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						Self Insured Retention \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4055164	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
A	Workers Compensation			WCM 2017-2018	7/1/2017	7/1/2018	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							S.I.R. \$600,000

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

As respects to General Liability: University, its officers, employees, and agents are Additional Insured as respects to Professional School Psychology Fieldwork Agreement Between the Department of Educational Psychology and Counseling and the Fieldwork Supervision Oxnard School District during the 7/1/2017 - 7/1/2018 policy term per endorsement AI-1. Endorsement applies only as required by current written contract on file.

**CERTIFICATE HOLDER** **CANCELLATION**

wilda.laija-rodriquez@csun  California State University, Northridge Department of Educational Psychology and 18111 Nordhoff Street Northridge, CA 91330	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 J Munoz-Goode/MIRNAH
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**THIS ENDORSEMENT CHANGES THE VCSSFA LIABILITY  
COVERAGE MEMORANDUM. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED**

This endorsement modifies coverage afforded under the following:

**VCSSFA LIABILITY COVERAGE MEMORANDUM**

**XII. DEFINITIONS, GG. Other Covered Party** is amended to include:

5. As an **Additional Insured**, a person or organization as required in a written contract or agreement with the **Covered Party** but only for **Bodily Injury** and **Property Damage** that first occurs after the written contract is executed by the **Covered Party** and is caused by an **Occurrence** during the **Coverage Period**. The coverage provided for this **Additional Insured** shall be the lesser of the coverage provided by this **Memorandum** or the coverage and limits agreed to in the written contract.

Coverage under this **Memorandum** for the **Additional Insured** applies only to certain coverage provided under **III. Coverage Agreement, A. Liability and Errors and Omissions**.

The following additional exclusions apply to the **Additional Insured** included by this Endorsement AI-1, which are in addition to those listed in the **VCSSFA Liability Coverage Memorandum, IX.**

**EXCLUSIONS**

Exclusions:

The coverage afforded to the **Additional Insured** does not apply to:

1. **Bodily Injury** or **Property Damage** arising out of an **Occurrence** that first occurs after the written contract ends;
2. **Bodily Injury** or **Property Damage** arising out of the sole negligence of the **Additional Insured**;
3. Liability assumed by the **Additional Insured** under any contract or agreement;
4. **Property Damage** to:
  - a. Property owned, used, occupied by, rented to, or in the care, custody or control of the **Additional Insured** or its employee or agent, or as to which the **Additional Insured**, its employee or agent is for any purpose exercising physical control;

VCSSFA Authorized Representative



Expiration Date: 07/01/2018

Issued by: VCSSFA

Endorsement AI-1 is issued to: Oxnard School District

Complete the information below only when this endorsement is not effective on 07/01/2017:  
Endorsement AI-1 is effective as of \_\_\_\_\_ at 12:01 a.m., Pacific Standard Time

This endorsement to the VCSSFA LCM # 2017-2018 takes effect on 07/01/2017 at 12:01 a.m., Pacific Standard Time, the effective date of the VCSSFA Liability Coverage Memorandum, and any applicable reinsurance, unless another effective date is shown below.

5. Any liability which would otherwise be covered under III. A. Coverage Agreement, Liability and Errors and Omissions because of Personal Injury, Advertising Injury or Errors and Omissions. All other terms and conditions of the VCSSFA Liability Coverage Memorandum remain unchanged.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/17/18

- 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 Agreement #17-248 – Center for Autism & Related Disorders, LLC  
(Freeman/Sugden)**

---

Center for Autism & Related Disorders, LLC will Independent Educational Evaluator Services to the Special Education Department during the 2017-2018 academic year to complete Autism Evaluations.

**FISCAL IMPACT:**

Not to exceed \$30,000.00 (per attached Rate Sheet) - 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 #17-248 with Center for Autism & Related Disorders, LLC.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-248 Center for Autism & Related Disorders, LLC, (13 Pages)  
Rate Sheet (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-248

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 17th day of January, 2018 by and between the Oxnard School District (“District”) and Center for Autism & Related Disorders, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

#### OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 18, 2018 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per hourly fees as listed, 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  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: Center for Autism & Related Disorders, LLC  
21600 Oxnard Street, Suite 1800  
Woodland Hills, CA 91367  
Attention: Bryce Miller  
Phone: (818) 345.2345, Ext. 1072  
Fax: (866) 587.2383  
Email: [B.Miller@centerforautism.com](mailto:B.Miller@centerforautism.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.** 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:**

**CENTER FOR AUTISM & RELATED DISORDERS, LLC:**

\_\_\_\_\_  
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 #17-248

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-248**

**SERVICES**

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

**\*Provide Independent Educational Evaluator services to the Special Education Services Department to complete Autism Evaluations during the 2017-18 school year per attached Rate Sheet**

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

**\*PER ATTACHED RATE SHEET**

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 #17-248

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-248**

**COMPENSATION**

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per hourly fees as listed, 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 \$30,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-248**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #17-248

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 #17-248

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-248**

**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, **CENTER FOR AUTISM & RELATED DISORDERS, LLC**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



# **CENTER FOR AUTISM & RELATED DISORDERS, INC.**

*Doreen Granpeesheh, Ph.D., BCBA-D  
Executive Director*

## **VENTURA COUNTY SELPA- Rates for 2017/2018**

### **THERAPY**

In-home therapy, school shadowing,  
report writing  
**\$60.60/hr**

### **INTAKE EVALUATION**

Evaluation and report by Dr. Granpeesheh  
**\$550**

Evaluation and report by CARD supervisor  
**\$450**

### **THERAPIST CLINIC ATTENDANCE**

**\$60.60/hr**

### **CONSULTATION**

Clinic Director, Dr. Granpeesheh  
**\$225/hr**

### **ASSESSMENT**

**\$151.50/hr**

*Rates are subject to change at any time.*

### **SUPERVISION**

In-home supervision (workshop),  
clinic supervision, training aide services,  
clinic meetings, school observations, testing,  
IEP attendance, report writing,  
phone consultations, video reviews  
**\$151.50/hr**

### **SPEECH AND LANGUAGE**

**\$151.50/hr**

### **PARENT TRAINING**

**\$151.50/hr**

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/17/18

- 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 Agreement #17-255 – Leaps n Boundz Inc. (Freeman/Sugden)**

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Leaps n Boundz Inc. will provide Independent Adapted Physical Education Evaluator Services to the Special Education Services Department during the 2017-2018 academic year to complete adapted physical education evaluations.

**FISCAL IMPACT:**

Not to exceed \$3,000.00 - 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 #17-255 with Leaps n Boundz Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #17-255, Leaps n Boundz Inc. (13 Pages)  
                         Rate Sheet (1 Page)

## OXNARD SCHOOL DISTRICT

### Agreement #17-255

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 17th day of January, 2018 by and between the Oxnard School District (“District”) and Leaps n Boundz 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:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 18, 2018 through June 30, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Three Thousand Dollars (\$3,000.00), per the attached hourly rate sheet as listed, 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  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: Leaps n Boundz Inc.  
5301 Beethoven Street, #155  
Los Angeles, CA 90066  
Attention: Tacara Lovings  
Phone: (310) 821.0963  
Email: [tacara@leapsnboundz.com](mailto:tacara@leapsnboundz.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.** 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:**

**LEAPS N BOUNDZ 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 #17-255

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-255**

**SERVICES**

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

**\*PER ATTACHED RATE SHEET**

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

**\*PER ATTACHED RATE SHEET**

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 #17-255

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-255**

**COMPENSATION**

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

Total compensation shall not exceed Three Thousand Dollars (\$3,000.00), per the attached hourly rate sheet as listed, 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 \$3,000.00, as provided in Section 4 of this Agreement.**

- Not Project Related  
 Project #17-255

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-255**

**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.

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, 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

Not Project Related

Project #17-255

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 #17-255

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #17-255**

**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, **LEAPS N BOUNDZ INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

Lisa A. Franz  
Director, Purchasing



To Whom It May Concern,

### **Proposal**

Leaps n Boundz aims to complete an Independent Adapted Physical Education as contracted by Oxnard School District.

### **Scope of Work**

A highly qualified APE teacher will complete the APE Evaluation using a proven assessment test, the TGMD-2. They will also complete the report and speak with administrators and caregivers, as necessary. If the evaluation is to take place outside of Leaps n Boundz facilities in Los Angeles, cost for travel at \$50/hour will be included in the cost statement.

### **Rate Sheet**

- 1:1 APE Session: \$80
- Small Group Session: \$50/person
- Large Group Session: \$37.50/person
- Evaluation: \$300 (includes report)
- Consultation: \$120/hour

Tacara Lovings MS, CAPE, CPT  
Leaps n Boundz  
Executive Director  
5301 Beethoven Street, #155  
Los Angeles, CA 90045  
310-821-0963  
tacara@leapsnboundz.com



**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/17/18

- 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 #17-250 – New Dawn Counseling & Consulting Inc. (Freeman/Ridge)**

New Dawn Counseling & Consulting Inc. will work in conjunction with school administrators to provide mental health services as indicated by the Accion Positiva Elementary Counseling Grant. New Dawn Counseling & Consulting Inc. will follow Oxnard School District policies and procedures within the Accion-Positiva program to support the academic, social, emotional, and behavioral development of all students.

**Term of Agreement/MOU: December 1, 2017 through June 30, 2018**

**FISCAL IMPACT:**

\$73,681.24 – General Fund

**RECOMMENDATION:**

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-250 with New Dawn Counseling & Consulting Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #17-250, New Dawn Counseling & Consulting Inc. (2 Pages)  
Certificate of Insurance (3 Pages)

**2017-2018 Memorandum of Understanding #17-250**

**New Dawn, Counseling and Consulting Inc.**

**and**

**Oxnard School District**

**Purpose:** The purpose of this MOU is for New Dawn Counseling and Consulting Inc., to work in conjunction with school administrators to provide mental health services as indicated by the Accion Positiva - Elementary Counseling Grant. New Dawn Counseling and Consulting Inc. will respect and work in conjunction with the school staff, District policies and procedures within the Accion Positiva program to support the academic, social, emotional and behavioral development of all students.

**Term:** The term of this MOU shall commence December 1, 2017 and shall terminate June 30, 2018.

In consideration of the services specified, Oxnard School District agrees to pay New Dawn Counseling and Consulting Inc. a sum not to exceed \$73,681.24 for the 2017-2018 performance term.

New Dawn Counseling and Consulting Inc. agrees to submit a budget specifying the expenditure plan for the services and will submit periodic financial reports detailing actual to budgeted expenses.

**Compensation and Payment Terms:** Oxnard School District will be billed monthly in arrears for services provided. Billings will be submitted within ten (10) days after the close of the prior month. OSD agrees to remit payment within thirty (30) business days.

**Description of Services:**

**Oxnard School District agrees to the following:**

1. Work collaboratively with Provider staff to reduce barriers to the identification and treatment of mental illness.

**New Dawn Counseling and Consulting Inc. agrees to the following:**

1. To provide services to students and their families as identified within the grant program by Licensed Marriage, Family Therapists and/or Licensed Clinical Social Workers registered with the California State Board of Behavioral Science Examiners.
2. To respect and work in conjunction with designated schools and with District policies and procedures in a shared leadership approach to ensure that Accion Positiva goals are achieved.

New Dawn and OSD agree to meet on an ongoing basis to discuss concerns related to this MOU, including but not limited to concerns regarding services and outcomes, operations, documentation and reporting requirements and financial status.

**Insurance and Health**

- New Dawn accepts liability for any and all costs actually incurred in paying any claims for worker’s compensation injury or illness for any Intern covered by this agreement. MFT’s or LCSW’s filing worker’s compensation claims will file such claims directly with New Dawn and its insurance carrier.
- New Dawn will name the Oxnard School District as additionally insured in New Dawn’s liability insurance and will provide proof of such an endorsement. New Dawn will also provide a certificate of insurance to the District.
- For each MFT or LCSW, New Dawn will furnish the District with evidence of fingerprinting registered with the appropriate agency and cleared TB testing.

**Confidentiality**

Under the State and Federal law, the contents of counseling sessions held in schools by the MFT or LCSW counselors are confidential. By law, exceptions to confidentiality are made only when the child is in danger to him/herself or others, or in cases of child abuse. The MFT or LCSW can communicate with the school contact person if the student and parents/guardians sign a Release of Information.

Specific parent consent must be obtained in order for the MFT or LCSW to discuss any concern or issue with school personnel.

**Termination:** Either party may terminate this MOU without cause upon forty five (45) days written notice.

**Authorized Approval:**

**NEW DAWN COUNSELING &  
CONSULTING, INC.:**

**OXNARD SCHOOL DISTRICT:**

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

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

*Cynthia Torres, CEO*  
*Typed Name/Title*

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2017

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

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

PRODUCER Francisco Arrieta Insurance Francisco Arrieta Broker Lic DOI#145345 6928 Owensmouth Ave Suite 101 Canoga Ca 91320	CONTACT NAME: Francisco Arrieta	
	PHONE (A/C, No, Ext): (818) 746-2911 FAX (A/C, No): (818) 340-5535 E-MAIL ADDRESS: info@fainsureme.com	
INSURED Cynthia Torres DBA New Dawn Counseling & Consultation 2800 Camino Dos Rios Suite 101A Newbury Park CA 91320	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Colony Specialty Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	APA242776	07/13/2017	07/13/2018	EACH OCCURRENCE \$ 3,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 3,000,000						
	GENERAL AGGREGATE \$ 5,000,000						
	PRODUCTS - COMP/OP AGG \$ 3,000,000						
X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	APA242776	07/28/2017	07/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$
	OCCUR CLAIMS-MADE						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	Y/N <input type="checkbox"/>	N/A				WC STATUTORY LIMITS OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

Those usual to the Insured's Operations.

### CERTIFICATE HOLDER

### CANCELLATION

Oxnard School District 1051 S A St Oxnard Ca 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Francisco Arrieta
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2017

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>Automatic Data Processing Insurance Agency, Inc.</b> <b>1 Adp Boulevard</b> <b>Roseland, NJ 07068</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Hartford Casualty Insurance Company			<b>29424</b>
<b>INSURED</b>  <b>NEW DAWN COUNSELING AND CONSULTING INC</b> <b>DBA: New Dawn Counseling and Consulting Inc</b> <b>139 EDGAR CT</b> <b>Newbury Park, CA 91320</b>	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 737504

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	
	<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:						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 <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A	<input type="checkbox"/> N	<b>76WEGZQ0588</b>	<b>07/01/2017</b>	<b>07/01/2018</b>	<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)

Those usual to the Insured's Operations

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District  
 1051 S A Street  
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES POLICY

### SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET OXNARD, CA 93030
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **SECTION III – WHO IS AN INSURED** within the Common Policy Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability for “wrongful acts” resulting in “bodily injury”, “property damage” or “personal and advertising injury”:
1. caused, or alleged to be caused, in whole or in part, solely by your acts or omissions or solely by the acts or omissions of those acting on your behalf in the performance of your “ongoing operations”; or
  2. caused, in whole or in part, solely out of an alleged agency or respondeat superior relationship between you and the person(s) or organization(s) indicated in the Schedule shown above.
- B. Solely as respects the coverage provided by this Endorsement, **SECTION VII – DEFINITIONS** within the Common Policy Provisions is amended by the addition of the following:
- “Ongoing operations” means the business described in **BUSINESS DESCRIPTION** in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/17/18

- 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 #17-254 – DrumBus, LLC (Freeman/Thomas)**

---

DrumBus, LLC will provide hands-on musical activities for students in the after school program in Oxnard School District with the specific goals of increasing communication skills, increasing students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expressions, personal creativity, empathy, awareness of others, and the development of leadership skills. The program will be provided for all students participating in the after school program.

**FISCAL IMPACT:**

\$35,000.00 - ASES

**RECOMMENDATION:**

It is recommended by the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-254 with DrumBus, LLC.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-254, DrumBus, LLC (4 Pages)

OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #17-254

This agreement is made and entered into this 17<sup>th</sup> Day of January 2018, by and between the Oxnard School District, Ventura County, California, hereinafter referred to as the “District” and DrumBus, LLC hereinafter referred to as the “Consultant”.

**Name of the Consultant:** DrumBus, LLC

**Contact Info:** Mike Liston, CEO  
4842 Skycrest Circle  
Salt Lake City, UT 84108  
(PH) 801.243.6430  
(Email) [mike@drumbus.com](mailto:mike@drumbus.com)

**Tax ID:** 26-4461041

**Description of Services:** Therapeutic drumming (see below)

**Date(s) of Service:** To begin Jan 18, 2018 and end by June 30, 2018

**Site(s) Where Service is to be Performed:** Oxnard School District school sites

This District agrees to compensate the consultant for services rendered as follows:

**Total Compensation for Services Not to Exceed:** \$35,000.00

**To Be Paid as Follows:** Invoiced monthly at a daily rate of \$350.00

**Executive Summary**

DrumBus will provide hands-on musical activities for students in the after school program in Oxnard School District with the specific goals of increasing communication skills, increasing students’ personal wellness, reducing social friction in school communities, and providing opportunities for artistic expression, personal creativity, empathy, awareness of others, and the development of leadership skills.

The DrumBus is a self-equipped mobile classroom. Students participate while seated inside the bus, all instruments and instruction are provided.

The Drum Bus certifies that presenters have been fingerprinted and TB tested meeting the DOJ clearance requirements.

Drum Bus will carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.

The Drum Bus program will utilize the evidenced-based “Beat the Odds” curriculum from UCLA’s Center for the Healing Arts. Beat the Odds® integrates activities from group drumming and group counseling to build core social-emotional strengths such as maintaining focus and attentive listening, team building, positive risk taking, self-esteem, awareness of others, leadership, expressing feelings, managing anger/stress, empathy and gratitude. UCLA researchers have shown that Beat the Odds® can significantly reduce a spectrum of behavior problems in children, such as behaviors related to inattention, withdrawn/depression, posttraumatic stress, anxiety, attention deficit/hyperactivity, oppositional defiance, and sluggish cognitive tempo. (Ho, Tsao, Bloch, & Zeltzer, 2011)

Therapeutic drumming is perfectly suited for many of the unique social and cultural challenges of OSD because music is “the universal language.” Students can participate, contribute, and even demonstrate leadership, regardless of language or level of previous musical experience. Participation in the drumming



OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #17-254

activities is not precluded by test scores, language proficiency, socioeconomic status, or any other factors, and in that sense, is a fantastically level playing field. Everyone participates, all instruments provided, no experience necessary, 100% hands-on, musical education, with numerous opportunities for individual and group success. Multiculturalism and appreciation of diversity are core components of every lesson, and the instruments the students play represent a variety of cultures worldwide.

**Program Overview**

**Total number of students:** Approximately 90-120 each day in groups of 20-30 at one time.

**Facilitator:** DrumBus will provide one adult para educator qualified facilitator to guide the activities for students.

**Frequency:** 4-5 days per week from January – May 2018

**Class sizes:** 30 students or less, grouped in similar ages. Students will rotate through the DrumBus for 25-45 minutes each group. Length of time will vary according to age, attention span and school schedules.

**Safety:** The DrumBus will always be parked while students are on board. The bus will never travel with students on board; however, the bus meets all safety standards for school buses as described in California law.

For more information, call Mike Liston at 801.243.6430 or email [mike@drumbus.com](mailto:mike@drumbus.com)

**Stipulations**

**Indemnification.** Provider 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal 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 by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification 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.

**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:

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

OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #17-254

- Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
- Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- 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.
- Workers' Compensation insurance as required by the laws of the State of California.
- Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
- 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**

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 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.
  - 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.
  - 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.
  - 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.

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

OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #17-254

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.

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

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

**APPROVED:**

**DRUMBUS, LLC:**

**OXNARD SCHOOL DISTRICT:**

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

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

Mike Liston, CEO/Owner, DrumBus LLC  
*Typed Name/Title*

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

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

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

- 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 Agreement #17-251 – Oxnard Union High School District (OUHSD) (Freeman)**

The purpose of the agreement is to facilitate the collection, analysis, and sharing of the data of students who will likely be attending high school within the jurisdiction of OUHSD in order to track performance and assist the transition of Oxnard School District students to high school. Specifically, by sharing identification information of 8<sup>th</sup> grade students in the Oxnard School District, the parties can streamline transition processes, lower barriers to entry, and enable Districts to better facilitate the movement of students to high school.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-251 with the Oxnard Union High School District.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #17-251, Oxnard Union High School District (8 Pages)

**OXNARD UNION HIGH SCHOOL DISTRICT**

**MEMORANDUM OF UNDERSTANDING ON THE SHARING OF DATA**

This Memorandum of Understanding on the Sharing of Data, ("Agreement") is entered into by and between the Oxnard Union High School District ("OUHSD"), and Oxnard School District ("District") and collectively, along with OUHSD, the ("Parties") on October 25th, 2017 ("Effective Date").

**WHEREAS**, the school districts and charter schools who are party to this Agreement are within the attendance boundaries of OUHSD and customarily send a large portion of their eighth (8) grade students to OUHSD to attend high school; and

**WHEREAS**, it is of significant benefit to OUHSD and the students who will be attending an OUHSD school, that OUHSD receives student records ("Records") pertaining to the student's course history, skill level, special education requirements, and English language learner status so that adequate and responsive staffing, coursework and resources can be obtained in a timely and orderly manner; and

**WHEREAS**, the Parties to this Agreement request the Records from the transferring District to OUHSD in the Fall Semester of the school year, based on a List of Expected Enrollees ("List"); and

**NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. Purpose:** The purpose of the agreement is to facilitate the collection, analysis, and sharing of student data for those pupils who will likely be attending high school within the jurisdiction of OUHSD. The purpose of this data sharing is to assist the transition of students of the District to high schools. Specifically, by sharing identification information of eighth (8) grade students in the District, the Parties can streamline the transition process, improve access, and enable Districts to facilitate the movement of students to high school.

**2. Privacy Protections:**

a. The Parties agree that the disclosure of data under this Agreement 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), and Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational or health records (including the Health Information Portability and Privacy Act of 1996 ("HIPAA") governing data privacy and confidentiality, and further

## OXNARD UNION HIGH SCHOOL DISTRICT

agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities under this Agreement.

b. The Parties agree that OUHSD shall constitute officials of other schools or school systems in which students of the District intend to enroll, per 20 U.S.C. 1232g(b)1(b). Upon request by a parent, the District shall provide a copy of the Records being shared. District shall provide an opportunity for such parent to challenge the content of the Records.

**3. Initial Data Sharing:** OUHSD shall send a Request for the Student List ("Request") to District by October 1 of each school year. A copy of said List shall simultaneously be sent to the Ventura County Office of Education ("VCOE"). The District shall provide OUHSD with a List of the Students within thirty (30) days after receipt of the Request and simultaneously send the list and accompanying Student records to the database maintained for OUHSD by VCOE. The Student Records transmitted shall consist of the following categories of documents and information in that the Parties shall provide one another with certain information ("Transition Data"). Said data shall be provided in the manner and form as specified by OUHSD, pursuant to the scope of information found attached hereto in Exhibit "A". The data shall be used exclusively to assist with the evaluation, design, and delivery of the Parties' educational programs. This data includes, but may not be limited to, personally identifiable information held by the Districts such as names, date of birth, gender, and ethnicity as well as admissions information, terms of enrollment, courses, transcripts, and grades. Any data received pursuant to this Agreement shall be destroyed when it is no longer needed and no later than ten years from the date the data is first received. District may request data regarding their former students, including but not limited to: personally identifiable information held by the OUHSD such as names, date of birth, gender, and ethnicity as well as terms of current enrollment, courses, transcripts, grades, test scores, as well as college and career readiness information from OUHSD, pursuant to the scope of information found attached hereto in Exhibit "B"

- a. Ownership of the Data. The Parties agree that academic data shall be solely owned by the educational institution which originally provided the data.
- b. Student and Parent Access to Data. As applicable, the Parties shall provide a means by which an authorized employee of the Districts can search and export academic data through reasonable procedures such that Districts can respond to a parent, legal guardian, or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. The foregoing notwithstanding, the Parties shall cooperate with that educational institution to help insure that this record correction will be consistent with that educational institution's policies regarding record correction. The Parties shall additionally provide procedures for the transfer of pupil-generated content to a personal account.
- c. Third Party Access. The Parties shall not distribute data to any third party without the explicit written consent of the Parties or as permitted by this Agreement, unless required

## OXNARD UNION HIGH SCHOOL DISTRICT

by law. The Parties shall ensure that approved subcontractors adhere to all of the provisions of this Agreement. The Parties will help insure that any subcontractor or sub-processor that it engages to process store or access academic data has adequate technical security and organizational measure in place to keep academic data secure and to comply with the terms of this Agreement.

- d. Revisions to List: By June 30 of the applicable school year, OUHSD shall compile a list of students who have provided a completed Intent to Enroll Form and provide copies of said List to the participating District in question.

**4. Confidentiality:** Each Party designates the other as an “authorized representative” for purposes of confidentiality and data privacy laws. The Parties will maintain the confidentiality of any and all student data exchanged by each as a part of this Agreement. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this Agreement, educational institutions shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the Agreement.
- b. All designated staff and faculty at educational institutions involved in the handling, transmittal, and/or processing of data provided under this Agreement will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Agreement.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this Agreement.
- e. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure

## OXNARD UNION HIGH SCHOOL DISTRICT

manner that prevents the interception, diversion, or other unauthorized access to said data.

- f. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall ensure that any and all disclosures of confidential student data comply with all provisions of the “Family Educational Rights and Privacy Act” and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the Parties to this Agreement.
- g. Access to any personally identifiable information included in the data shall be restricted to those individuals with a legitimate need for access in order to carry out the purposes set forth above in this Agreement.
- h. Data Breach Notification. Upon becoming aware of any unlawful or unauthorized access to academic data shared pursuant to this Agreement, each Party will take the following measures:
  - i. Promptly notify the impacted educational institution of the suspected or actual incident:
  - ii. Promptly investigate the incident and provide the educational institution with detailed information regarding the incident, including the identity of the affected users.
  - iii. Assist the educational institution in notifying the affected users, affected persons legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident

**5. Indemnification:** Each Party agrees to defend, indemnify, and hold each other Party, its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys’ fees), or claims of injury or damages arising out of the performance of the terms 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 indemnifying educational institution, and/or its officers, employees or agents.

**6. Entire Agreement:** This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.



## OXNARD UNION HIGH SCHOOL DISTRICT

**7. Execution:** Each of the persons signing this Agreement on behalf of a Party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such Party.

**8. Assignment:** None of the signatories to this Agreement may assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement.

**9. Severability:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

**10. Waiver:** Waiver by any signatory to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative.

**11. Modification and Amendments:** This Agreement may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this Agreement. The Parties further agree to amend this Agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this Agreement. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this Agreement, the authorized representatives of the signatories to this Agreement shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

**12. Term of this Agreement:** This Agreement shall be in effect as of the date set forth below until the end of the 2020-2021 school year. Any party may terminate its participation by delivering written notice to the other Parties no less than thirty (30) days prior to its intent to terminate the agreement. Upon termination, academic data or duplicates of academic data belonging to the terminating party shall be destroyed within a reasonable time following the notice of termination. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining Parties.

[Remainder of Page Left Intentionally Blank.]

**OXNARD UNION HIGH SCHOOL DISTRICT**

**IN WITNESS WHEREOF**, this Memorandum of Understanding on the Sharing of Data is entered into on the respective dates set forth below by the Parties, to be effective as of October 25, 2017 through June 30, 2022

**OXNARD SCHOOL DISTRICT**

By: \_\_\_\_\_  
(Signature)

Name: Lisa A. Franz

Title: Director, Purchasing

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

**OXNARD UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_  
(Signature)

Dr. Penelope A. DeLeon  
Superintendent of Schools

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

**OXNARD UNION HIGH SCHOOL DISTRICT**

**EXHIBIT "A"**

**SCOPE OF INFORMATION**

On or before November 1 District hereby agrees to provide OUHSD with the following information:

The data necessary to successfully transition the students which includes, but is not limited to:

**Directory Information:**

Student Name: First, Middle, Last  
Residence Address: Street, City, Zip  
Telephone

**Demographic Information**

Student SSID  
Date of Birth  
Stated Race and Ethnicity  
Stated Gender  
Grade Level  
School of Current Attendance  
Parent Education Level  
GATE Participation  
English Learner Status: Primary Language, Acquisition Date; US Start Date  
Special Education: Primary Disability Code, Current IEP, Next IEP Date

**Academic Information**

Current Schedule;  
Course Enrollment for ELA/ELD and Math: Course Title, Teacher Name, Class Period  
Current Grades in ELA/ELD and Math  
CAASPP Achievement Scores and Claim Scores for current 8th graders  
CAASPP Achievement Scores and Claim Scores for previous year 8th graders;  
ELPAC and/or CELDT Scale and Proficiency Scores.

**Document Information**

Permission to access student Individualized Education Plan(s) (IEP) via SIRAS

Information shall be delivered in a form so requested by OUHSD.

**EXHIBIT "B"**

# OXNARD UNION HIGH SCHOOL DISTRICT

## RETURN DATA

OUHSD hereby agrees to provide the District with requested data about previous students as noted below:

### Directory Information

Student Name: First, Middle, Last  
Residence Address: Street, City, Zip  
Telephone

### Demographic Information

Student SSID  
Date of Birth  
Stated Race and Ethnicity  
Stated Gender  
Grade Level  
School of Current Attendance  
Parent Education Level  
Advanced Placement/Honors Participation;  
English Learner Status; Primary Language, Acquisition Date; US Start Date; Reclassification Date  
Special Education; Primary Disability Code, Exit Date  
Dropout Status

### Academic Information

Course Enrollment & Grades  
Course Enrollment and Level for ELA/ELD and Math Course Title  
Course Grades in ELA/ELD and Math  
CAASPP Achievement Scores and Claim Scores  
ELPAC and/or CELDT Scale and Proficiency Scores  
Attendance  
Graduation Status and Date  
UC-CSU eligibility  
Career Pathway Completion.

Data shall be delivered in a mutually agreed upon manner and form.  
Additional data or modified data may be included upon agreement

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 1/17/18

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 F: BOARD POLICIES 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-253 – California State University, Northridge (Vaca/Bond)**

This agreement between Oxnard School District and California State University, Northridge will provide fieldwork experiences to students enrolled in various authorized credentials for public school service. The partnership will deliver services in support of the programs that meet the regulations and standards of the California Commission on Teacher Credentialing (CCTC).

Term of Agreement/MOU: **July 1, 2016 through June 30, 2019**

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #17-253 with California State University, Northridge.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-253, California State University, Northridge (2 Pages)  
Certificate of Insurance (4 Pages)

## STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University noted below, all of which are hereinafter called State or State University, and the School District/School, noted below, hereinafter called the District.

## WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual costs to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge.

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

**SPECIAL PROVISIONS**

The State University and the District are as follows:

**UNIVERSITY**  
**California State University, Northridge**

**DISTRICT**  
**Oxnard School District (OSD)**

The TERM of the Agreement is July 1, 2016 to June 30, 2019. Payment for SERVICES for subsequent fiscal years is contingent upon approval of the State Budget.

The SERVICES to be provided by District to State shall not exceed 80 semester units of Practice Teaching.

The State shall pay District for such services at the RATE AND AMOUNT of \$25.00 per semester unit, not to exceed a total payment of **\$2,000**

**Invoices must be sent to:**

**University Accounts Payable**  
**California State University, Northridge**  
**18111 Nordhoff Street**  
**Northridge, CA 91330-8202**

**GENERAL TERMS**

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the District.

Practice teaching as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall

receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in triplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State. All invoices for services for each fiscal year must be received by University Accounts Payable no later than August 31 following the close of that fiscal year. Any invoices received after this date will be returned unprocessed.

5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

6. Parties agree District is not responsible for maintaining workers' compensation coverage for students of the UNIVERSITY.

UNIVERSITY shall carry and maintain at least \$1,000,000 per occurrence and \$5,000,000 in General Aggregate commercial general liability insurance including Workers Compensation of at least \$1,000,000 per occurrence, Automobile Liability of at least \$1,000,000 and Abuse and Molestation of at least \$1,000,000 per occurrence and provide DISTRICT with an additional covered party endorsement naming the DISTRICT as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the DISTRICT within thirty (30) Days to keep the contract in force. If the UNIVERSITY changes insurance carriers, DISTRICT must be notified thirty (30) days prior to change.

DISTRICT shall carry and maintain at least \$1,000,000 per occurrence and \$5,000,000 in General Aggregate commercial general liability insurance including Workers Compensation of at least \$1,000,000 per occurrence, Automobile Liability of at least \$1,000,000 and Abuse and Molestation of at least \$1,000,000 per occurrence and provide UNIVERSITY with an additional covered party endorsement naming the UNIVERSITY as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the UNIVERSITY within thirty (30) days to keep the contract in force. If the DISTRICT changes insurance carriers, UNIVERSITY must be notified thirty (30) days prior to change.

**INDEMNIFICATION:**

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 attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney 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.

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 attorney fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney 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.

STATE OF CALIFORNIA

SCHOOL DISTRICT

Trustees of the California State University

Oxnard School District

BY Deborah Flugum

BY \_\_\_\_\_

TITLE Director, Purchasing & Contract Administration  
California State University, Northridge  
18111 Nordhoff Street  
Northridge, CA 91330-8231  
818/677-2301  
818/677-6544 (fax)

TITLE Director, Purchasing



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2017

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> Alliant Insurance Services, Inc. 100 Pine Street - 11th Floor San Francisco CA 94111	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 415-403-1400	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A :Lloyds of London		
<b>INSURED</b> The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 CSU Northridge	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER: 1469017471** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PCSUR000417	7/1/2017	6/30/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (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) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Student Professional Liability Insurance Program (SPLIP)			PCSUR000417	7/1/2017	6/30/2018	\$2,000,000 \$4,000,000 Each Claim Policy Aggregate

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

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses. Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured. Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.  
Re: Affiliation Agreement for clinical experience and training. Term of Agreement: November 14, 2017 - November 13, 2020.

<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  



# CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)  
11/28/2017

**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).

**NAMED COVERED PARTY**

CSU, Northridge  
18111 Nordhoff Street  
Northridge CA 91330-8355

**PROGRAM AFFORDING COVERAGE**

A: CSURMA

B:

C:

**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	
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<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					
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	CSURMA-WC-1718	7/1/2017	6/30/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				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**

Evidence of coverage as respects the Affiliation Agreement for clinical experience and training. Term of Agreement: November 14, 2017 - November 13, 2020.

**CERTIFICATE HOLDER**

Oxnard School District  
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



8. **Impaired property** means tangible property, other than the **Insured's product** or the **Insured's work**, that cannot be used or is less useful because:
- (a) It incorporates the **Insured's product** or the **Insured's work** that is known or thought to be defective, deficient, inadequate or dangerous' or
  - (b) The **Insured** has failed to fulfil the terms of a contract or agreement, if such property can be restored to use by:
    - (i) The repair, replacement, adjustment or removal of the **Insured's product** or the **Insured's work**; or
    - (ii) The **Insured's** fulfilling the terms of the contract or agreement.

9. **Insured means:**

- (a) the Named **Insured**, being the entity designated in Item 1 of the Declarations. The Named **Insured** shall also include, until such time as they may be sold or otherwise disposed of or become unaffiliated with the Named **Insured**:
  - (i) any additional entities specified in the Declarations or added by endorsement to this Policy;
  - (ii) any subsidiary or owned or controlled companies of the Named **Insured** as are in existence at the inception date of this Policy;
  - (iii) any subsidiary or owned or controlled company of the Named **Insured** created or acquired subsequent to the inception date of this Policy, but coverage hereunder will not apply:
    - A. to any **Claims** arising from **Professional Services** which were rendered or Incidents which occurred prior to the date of such creation or acquisition,
    - B. for a period greater than thirty days from the date of such creation or acquisition. However, if the Named **Insured** shall give Underwriters notice of any such created or acquired subsidiary or owned or controlled company within the aforesaid period of thirty days and the Named **Insured** shall:
      - 1. pay any additional premium, and
      - 2. accept such terms,
 as may be required by Underwriters, then this Policy shall continue to apply to such subsidiary or owned or controlled company.
- (b) any employee of the Named **Insured**, but only while acting within the scope of their duties as such;

- (c) any member or partner of a joint venture or partnership specifically designated in the Declarations, but only with respect to such member's or partner's liability arising within the scope of their duties within such designated joint venture or partnership;
- (d) any executive officer, member of the board of directors, trustees or governors of the Named **Insured**, but only while acting within the scope of their duties as such;
- (e) any authorized student or volunteer of the Named **Insured** but only while:
  - (i) acting within the scope of their duties as such; or
  - (ii) for volunteer work which has been approved by the Named **Insured** as work experience relevant to the professional curricula;
- (f) any **enrolled student** of the Named **Insured**, but only while acting within the scope of their duties as such;
- (g) any member of a formal accreditation, standards review or similar professional board or committee of the Named **Insured**, or any employee charged with the duty of executing the directives of such professional board or committee, or any employee communicating information to such professional board or committee; but only while the member or employee is acting within the scope of their duties as such;
- (h) any Government Authority, funding source or Institution, but only in respect of liability arising out of the operations of the Named **Insured** and upon the specific request of such Government Authority, funding source or Institution or Auxiliary Organization;
- (i) any person or entity to whom the Named **Insured** is contractually obligated, either in writing or verbally, to provide such coverage as is afforded by this Policy;
- (j) any person or organization having proper temporary custody of the **Insured's** property due to the **Insured's** death, but only:
  1. with respect to liability arising out of the maintenance or use of that property; and
  2. until the **Insured's** legal representative has been appointed.
- (k) The **Insured's** legal representative if the **Insured** dies, but only with respect to their duties as such. That representative will assume both the **Insured's** rights and duties under this Policy.

**10 Insured contract means:**

- (a) A lease of premises;
- (b) A sidetrack agreement;
- (c) An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;

**OSD BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1/17/18

- 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 #17-239 - Assistance League, Non-Public School, NPS  
(Freeman/Sugden)**

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Requesting approval for Non Public School (NPS) services for the student listed below for the 2017-2018 school year, beginning September 5, 2017 and including Extended School year. The Non Public School will provide a program of instruction, which is consistent with the pupils' individual educational plan as specified in the individual service agreement.

**Grade: Pre-K (3)**

**BC041814  
BT122013  
EC020314**

**FISCAL IMPACT:**

Tuition Pre-K:            \$850.00 monthly rate x 3 students x 11 months = \$28,050.00  
(including Extended School Year; ESY)

**Grand Total:**            **\$28,050.00** - 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 #17-239 with Assistance League School, NPS.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #17-239, Assistance League School, NPS (3 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #17-239

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of January 2018 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

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

#### **Grade: Pre-K (3)**

BC041814

BT122013

EC020314

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 **2017-2018** school year at a cost of \$850 per month, per student, for 11 months each, beginning September 2017, including Extended School Year (ESY) through July 2018; amount not to exceed **\$28,050.00.**

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

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.
6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.
7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*
8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).
9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:  
  
All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$28,050.00** for students listed on page one of this Agreement #17-239.
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: 1/17/18

- |              |                       |                               |                               |
|--------------|-----------------------|-------------------------------|-------------------------------|
|              | <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               |
|              |                       |                               | <u> X </u> Special Education  |
|              |                       |                               | ____ Support Services         |
|              |                       |                               | ____ Personnel                |
|              |                       |                               | ____ Legal                    |
|              |                       |                               | ____ Facilities               |
| <b>D.</b>    | <b>Action Items</b>   | _____                         |                               |
| <b>F.</b>    | <b>Board Policies</b> | 1 <sup>st</sup> Reading _____ | 2 <sup>nd</sup> Reading _____ |

**Ratification of Agreement #17-243 – Casa Pacifica School (Freeman/Sugden)**

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Requesting ratification for Non-Public School (NPS) services for Student BB121106, for the 2017-2018 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: BB121106

**FISCAL IMPACT:**

- |                       |   |
|-----------------------|---|
| Tuition:              | \$176.00 per diem x 137 days = \$24,112.00<br>(Including 20 days of Extended School Year)       |
| Occupational Therapy: | \$105.00/hour x 5 hours (300 minutes/year) = \$525.00   |
| Paraeducator 1:1:     | \$30.00 per hour x 25 hours/week (1500 minutes) = \$750.00<br>\$750.00 x 28 weeks = \$21,000.00 |
| Transportation:       | \$38 Round trip daily rate, for 137 days = \$5,206.00   |
| <b>Grand Total:</b>   | <b><u>\$50,843.00</u></b> – 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 #17-243 with Casa Pacifica School, NPS, in the amount not to exceed \$50,843.00.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-243, Casa Pacifica School (4 Pages)





# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #17-243

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of January 2018, 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: BB121106**

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 **2017-2018** school year at a daily rate of \$176 for 137 days; this includes 20 days of extended school year through July 12, 2018; Occupational Therapy at a rate of \$105 an hour for 5 hours; paraeducator 1:1 services for 1500 minutes at a rate of \$750 a week for 28 weeks; \$38 daily rate for round trip transportation for 137 days; services not to exceed **\$50,843.00**.
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 #17-243

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 **\$50,843.00.**  
for **Student: BB121106**

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 #17-243

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 #17-243

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: 1/17/18

- 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 #17-249 - 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 2017-2018 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 2017-2018:**

<b>JA100109</b>	\$ 6,350.40 <i>(includes Bus Aide)</i>	<b>MP121103</b>	\$ 30,164.40
<b>KR071607</b>	\$ 3,040.24	<b>IR033009</b>	\$ 16,620.80
<b>PL031809</b>	\$ 10,780.00	<b>LG102505</b>	\$ 47,335.96 <i>(includes Bus Aide)</i>
<b>MA102113</b>	\$ 12,063.80		

**FISCAL IMPACT:**

\$126,355.60 - 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 #17-249 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$126,355.60.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #17-249, Ventura County Office of Education (7 Pages)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **October 3, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JA100109

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services during bus transportation, 60 min. daily bus aide. ESY will be provided at 60 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/3/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2017-2018</u> (10/3/2017- /6/7/2018) ESY: 6/11/2018-6/29/2018	UPCOMING: <u>2018-2019</u>
	\$ <u>6,350.40</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: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 6,350.40 (2017-2018 fiscal year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

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

KR071607

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services during transportation to and from school, 60 min a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 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 8/23/2017 (IEP date 12/14/2016), 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>	UPCOMING: <u>2017-2018</u> ( <u>8/23/2017-12/14/2017</u> )
(including ESY, if applicable)	\$ _____	\$ <u>3,040.24</u>


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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 3,040.24 (2017-2018 Fiscal Year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 16, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the ~~Oxnard Elementary~~ **Oxnard 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, 1605 minutes 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 8/16/2017 (IEP date 4/28/2017), 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>2017-2018</u>	UPCOMING: <u>2018-2019</u>
(including ESY, if applicable)	<u>8/16/2017-10/25/2017</u>	
	\$ <u>10,780.00</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 ~~ELEMENTARY~~ SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 10,780.00 (2017-2018 fiscal year)

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





# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **December 14, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

MA102113

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances educational support throughout the school day, 165 min daily. ESY will be provided at 120 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/14/2017 (IEP date= 10/12/2017), 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:  (including ESY, if applicable)	CURRENT: <u>2017-2018</u> (12/14/2017-6/7/2018) (ESY: 6/11/2018-6/29/2018)	UPCOMING: <u>2018-2019</u>
	\$ <u>12,063.80</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: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 12,063.80 (2017-2018 Fiscal Year only)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective October 27, 2017 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

MP121103

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 Educational Support through out the school day, 330 min daily. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 10/27/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2017-2018</u>	UPCOMING: <u>2018-2019</u>
	<u>10/27/2017-6/8/2018</u>	
	(ESY: <u>6/11/2018-6/29/2018</u> )	
	\$ <u>30,164.40</u>	+ \$ _____

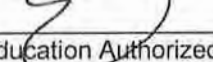
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By:   
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 30,164.40 (2017-2018 fiscal year)

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective September 5, 2017 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

IR033009

1. This agreement pertains to providing exceptional service(s) for [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends Phoenix- 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 Educational Support throughout the school day, 1605 minutes 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 9/5/2017 (IEP date=5/31/2017), 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: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> (9/5/2017-10/27/2017)		UPCOMING: <u>2018-2019</u>
	\$ <u>16,620.80</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: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 16,620.80

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 28, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

LG102505

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 Educational Support throughout the school day and during transportation to and from school, 390 minutes daily. ESY will be provided at 280 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/28/2017 (*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>2017-2018</u> <u>8/28/2017-6/8/2018</u> (ESY: 6/11/2018-6/29/2018)	UPCOMING: <u>2018-2019</u>
(including ESY, if applicable)	\$ <u>47,335.96</u>	+ \$ _____

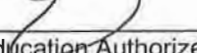
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By:  Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_ Business Services Authorized Representative

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

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

Estimated Cost \$ 47,335.96 (2017-2018 fiscal year)

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

**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 01/17/2018

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

**Approval of Contractor Contingency CREDIT #013 to the Lemonwood E.S. Reconstruction Project’s Contractor Contingency for a reduction of cost for the Work associated with the Project (Penanhoat/Fateh/CFW)**

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School (“Project”). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

During the Regular Meeting of March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Project. During that Meeting, the inclusion of a Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollar (\$747,709.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (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 with 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.

Contractor Contingency Allocation No. 013 provides for the Board’s approval of a combination of three (3) Proposed Allocation Items due to work required by a governmental agency involved with the permitting or approval/certification process that is not shown in the Construction Documents and items of cost agreed to by the Contractor and District to be deleted from the scope of work. Contractor Contingency Allocation No. 013 will not increase Contract Time.

## **FISCAL IMPACT**

Contractor Contingency Allocation No. 013 will provide a credit to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Sixteen Thousand Five Hundred Thirty-Three Dollars and Ten Cents (\$16,533.10)** to be credited back to the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project. The Remaining Contractor Contingency Balance after Allocation No. 013 will be **Sixty-Three Thousand Four Hundred Seventy-Six Dollars and Fifty-Three Cents. (\$63,476.53)**.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 013 to the Construction Services Agreement #15-198 with Swinerton Builders, for change of scope of Work related to the Lemonwood Elementary School Reconstruction Project.

## **ADDITIONAL MATERIAL**

Attached:

- *Contingency Allocation No. 013 (2 Pages)*
- *Swinerton PCI No. 0166.4 (9 Pages)*
- *Swinerton PCI No. 0265 (8 Pages)*
- *Swinerton PCI No. 0268.2 (4 Pages)*
- *Construction Services Agreement #15-198 (19 Pages)*



November 22, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0166.4 CCD 020 Classroom Building Fire Sprinkler modifications

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Re-design classroom Fire Sprinkler layout and related piping to meet code requirements. Fire Sprinkler as originally designed and drawn did not meet code required spacing. Piping could not be laid out, blocking and backing could not be installed, subsequent trades could not proceed. This delay also created scheduling conflicts further on in the schedule which were mitigated by partial move-ins by the plasterer.

Phase	Category	Description	Subcontractor	Quote
013189	71152	Swinerton BIM and Sr. PE review and coordination	SWINERTON BUILDERS	3,322.80
061000	71140	Add wood blocking at added branch lines in Science Labs	ABDELLATIF ENTERPRISES, INC.	741.29
092900	71140	Project delay- Exterior Plaster operations broken up due to corridors not ready with other areas	RUTHERFORD CO., INC.	10,090.00
092900	71140	Additional cost due to out of sequence work interfering with corridor plaster efforts. Scaffold had to be erected and partially removed and then reset.	RUTHERFORD CO., INC.	6,417.00
211300	71140	Re-deign classroom FS layout and related piping due to spacing not met.	Superior Fire Inc.	36,890.00
230010	71140	Added storage costs for Classroom and MPR Buildings fabricated ductwork unable to install. Additional ductwork in the Classroom Building to compensate for added Fire Sprinklers.	SHELDON MECHANICAL CORPORATION	24,405.00
260010	71140	Added storage costs for light fixtures stored at Taft electric warehouse	TAFT ELECTRIC COMPANY	626.00
502004	71150	Project critical path delayed 86 days		.00
			<b>Subtotal</b>	<b>82,492.09</b>
007480	71160	Subguard	1.15%	948.66
007410	71160	Builders Risk	0.6%	500.64
007420	71160	General Insurance	1.15%	959.57
007510	71160	P&P Bond	1%	791.69
991000	79999	Change Order Fee	5%	4,245.05



			Markup Subtotal	7,445.61
			PCI Total	89,937.70

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **89,937.70.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X  We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

Bill Gray  
PM  
Date: \_\_\_\_\_

11/22/2017

Quotation accepted by:  
Oxnard School District

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

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

Approved 12/20/17  
Jennifer McJannet  
CFW Program Mgr



## APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A

CCD Category A is for construction changes to or affecting Structural Safety, Fire & Life Safety or Accessibility.

This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: <b>Oxnard School District</b>	DSA File #: <b>56</b> - <b>22</b>
Project Name/School: <b>Lemonwood K-8 Reconstruction</b>	DSA App. #: <b>03</b> - <b>116026</b>

### APPLICANT

CCD #: <b>20</b>	Date Submitted: <b>3/30/2017</b>	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes ( <u>6</u> pages)
Firm Name: <b>SVA Architects</b>	Contact Name: <b>Tom Bardwell</b>	
Email: <b>tbardwell@sva-architects.com</b>	Phone Number: <b>949-809-3380</b>	
Address: <b>3 Mac Arthur Place, Suite 850</b>		
City: <b>Santa Ana</b>	State: <b>Ca</b>	Zip: <b>92707</b>
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		

### DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: <b>Robert Simons</b>	
Professional License #: <b>C-18301</b>	Discipline: <b>Architecture</b>


**Design Professional in General Responsible Charge Statement:** The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

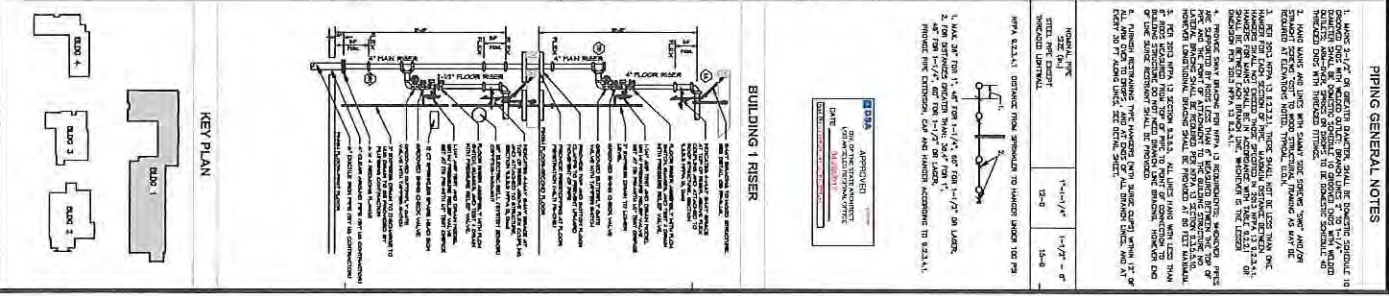
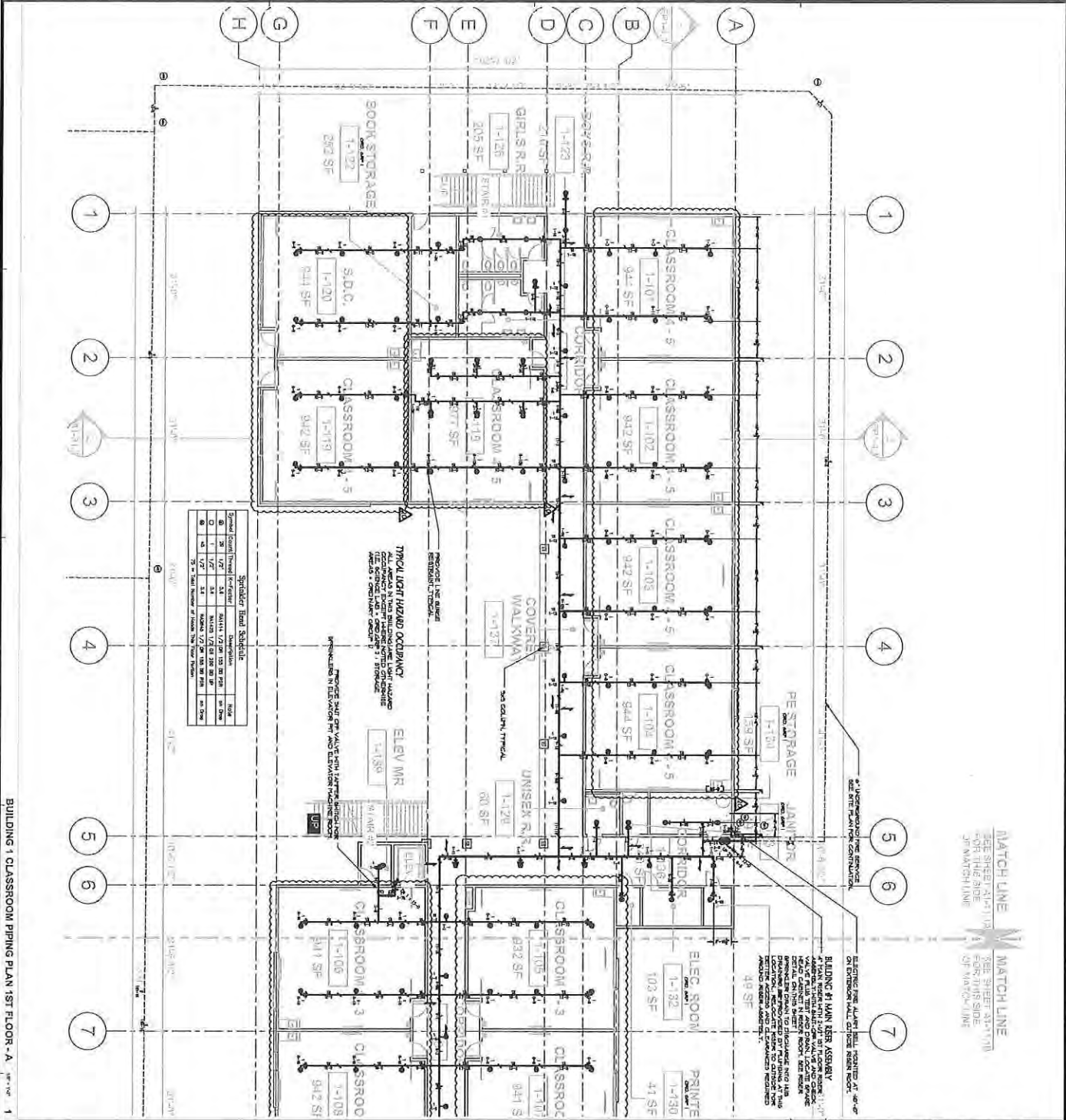
**Signature:**   
 \_\_\_\_\_  
 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

**CHECK THIS BOX:**  To confirm that all CCD drawings and calculations have been stamped and signed by the Responsible Design Professional.

Brief description of construction change (attach additional sheets if needed):  
**Please see attached Fire Sprinklers sheets updated to reflect the additional heads in the Classroom Building at the specified rooms shown.**

List of DSA approved drawings affected by this CCD: **Fire Sprinkler Sheets**

<p><b>DSA USE ONLY</b> (for paper submittal only)</p> <p>SSS _____ Date _____ Approved/Disapproved/Not Req'd</p> <p>FLS _____ Date _____ Approved/Disapproved/Not Req'd</p> <p>ACS _____ Date _____ Approved/Disapproved/Not Req'd</p> <p>Remarks _____</p> <p>_____</p> <p>_____</p>	<p>For business office use only</p> <p>Date Sent _____</p> <p>Return By _____</p> <p>Delivery Method _____</p>	<p><b>DSA Approval Stamp</b></p> <div style="border: 1px solid black; padding: 5px;">  <p style="text-align: center;"><b>APPROVED</b> <span style="float: right; color: red;">tzeitoun</span></p> <p style="text-align: center;">DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE</p> <p style="text-align: center;">DATE <span style="color: red;">04/28/2017</span></p> <p style="text-align: center; border: 1px solid black;">Appl. No: 03-116026_140_20_R1_SSS.pdf</p> </div>
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**OXNARD SCHOOL DISTRICT**  
**LEMWOOD K-8 RECONSTRUCTION**

OWNER: Oxnard School District  
 NAME: Lemwood K-8 Reconstruction  
 ADDRESS: 2200 Carnegie Court, Oxnard, CA 93033

**ARCHITECTS**  
**SVN ARCHITECTS**

**BUILDING 1 CLASSROOMS PIPING PLAN 1ST FLOOR - A**

**FP1-2.1A**

**DATE:** 09/28/12  
**PROJECT NO.:** 12821  
**PROJ. NAME:** AS/MSD

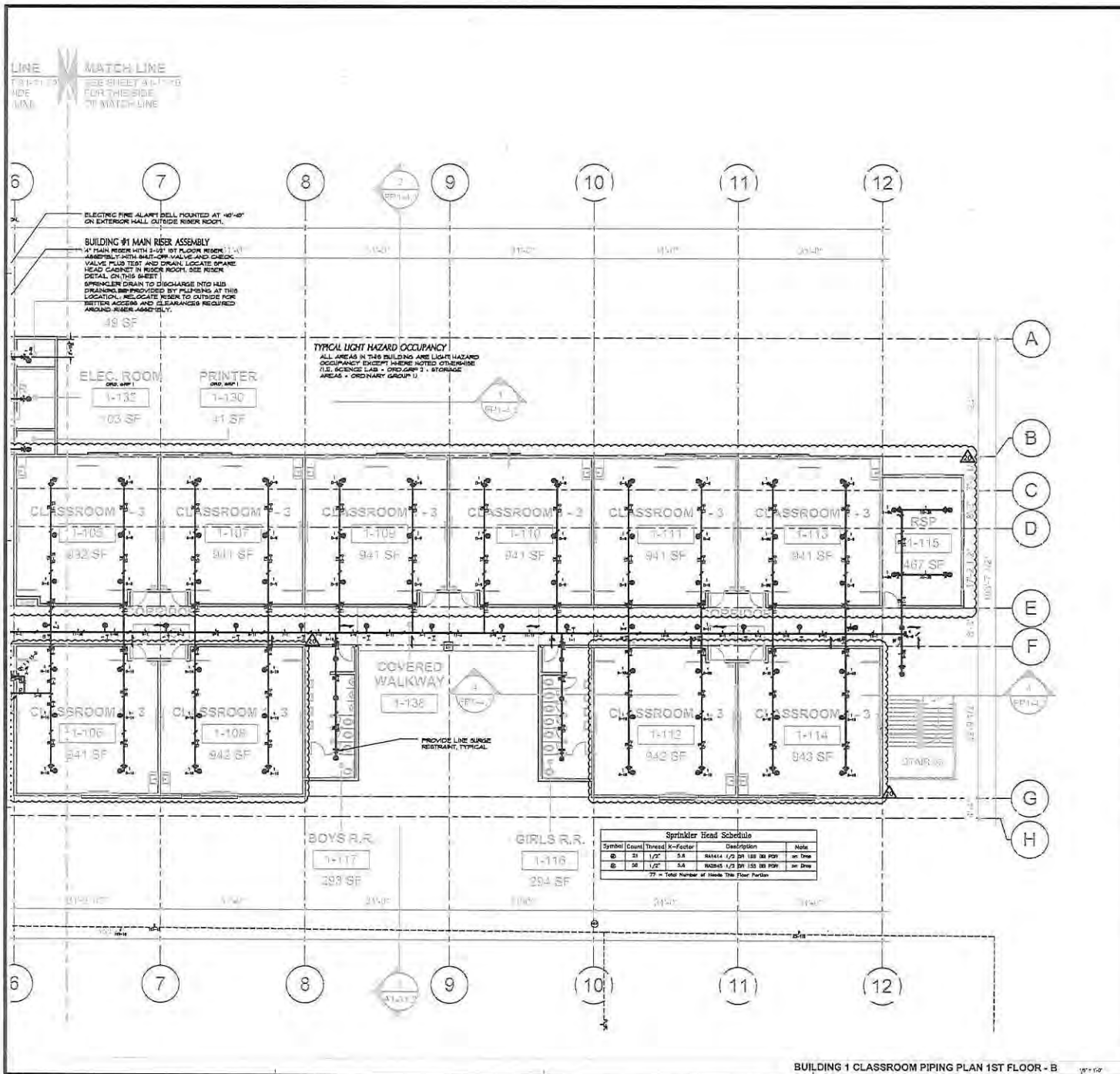
**REVISIONS:**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	09/28/12
2	ISSUED FOR PERMIT	09/28/12
3	ISSUED FOR PERMIT	09/28/12
4	ISSUED FOR PERMIT	09/28/12
5	ISSUED FOR PERMIT	09/28/12
6	ISSUED FOR PERMIT	09/28/12
7	ISSUED FOR PERMIT	09/28/12
8	ISSUED FOR PERMIT	09/28/12
9	ISSUED FOR PERMIT	09/28/12
10	ISSUED FOR PERMIT	09/28/12

**IDENTIFICATION STAMP**  
 OXNARD SCHOOL DISTRICT ARCHITECT  
 A4 03-18026  
 AC NS SS

**PIPING GENERAL NOTES**

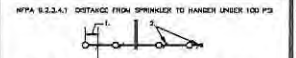
1. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PIPEWORKING CODE (IPCC) AND THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING CODE (IMC).
2. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PIPEWORKING CODE (IPCC) AND THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING CODE (IMC).
3. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PIPEWORKING CODE (IPCC) AND THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING CODE (IMC).
4. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PIPEWORKING CODE (IPCC) AND THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING CODE (IMC).
5. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PIPEWORKING CODE (IPCC) AND THE INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING CODE (IMC).



**PIPING GENERAL NOTES**

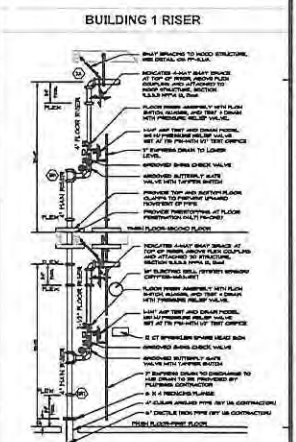
1. HANG 2-1/2" OR GREATER DIAMETER, SHALL BE DOMESTIC SCHEDULE 40 GROUNDED END WITH HELD-BUTTY BRANCH ENDS 2" TO 1-1/4" DIAMETER SHALL BE DOMESTIC SCHEDULE 40 GROUNDED ENDS WITH HELD-BUTTY BRANCH ENDS OR ENDS TO BE DOMESTIC SCHEDULE 40 THREADED ENDS WITH THREADED FITTINGS.
2. HANG HANGS AND LINES WITH SHAWY SIZE SCREWING "NIP" AND/OR STRAIGHT SCREWS TO WOOD STRUCTURAL FRAMING AS MAY BE REQUIRED AT ELEVATIONS NOTED, TYPICAL U.G.N.
3. PER 2013 NFPA 13 8.2.3.2.1, THERE SHALL NOT BE LESS THAN ONE HANGER FOR EACH SECTION OF PIPE. MAXIMUM DISTANCE BETWEEN HANGERS SHALL NOT EXCEED THOSE SPECIFIED IN 2013 NFPA 13 8.2.3.2.1. HANGERS FOR MAINS SHALL BE IN ACCORDANCE WITH TABLE 8.2.3.2.1 OR SHALL BE BETWEEN EACH BRANCH LINE, WHICHEVER IS THE LESSER DISTANCE PER 2013 NFPA 13 8.2.3.2.1.
4. PROVIDE SWAY BRACING PER NFPA 13 REQUIREMENTS, WHICHEVER RISERS ARE SUPPORTED BY RISERS LESS THAN 4' MEASURED BETWEEN THE TOP OF PIPE AND THE POINT OF ATTACHMENT TO THE BUILDING STRUCTURE. NO LATERAL BRACING SHALL BE REQUIRED PER NFPA 13 SECTION 8.2.3.2.3. HOWEVER LONGITUDINAL BRACING SHALL BE PROVIDED AT 60 FEET MAXIMUM.
5. PER 2013 NFPA 13 SECTION 9.1.5.5, ALL LINES HANG WITH LESS THAN 4' HANG MEASURED FROM TOP OF PIPE TO POINT OF CONNECTION TO BUILDING STRUCTURE DO NOT NEED BRANCH LINE BRACING. HOWEVER END OF LINE SUDBE RESTRAINT SHALL BE PROVIDED.
6. FURNISH RESTRAINING TYPE HANGERS WITH SURGE CLIPS WIDTH 1/2" OF ALL RISER OVER 2 DROPS, AND AT ENDS OF ALL BRANCH LINES, AND AT EVERY 30 FT ALONG LINES SEE DETAIL SHEET.

NOMINAL PIPE SIZE (IN)	1"-1-1/4"	1-1/2" - 6"
STEEL PIPE EXIST THREADED LIGHTWALL	12-0	13-0



1. MAX. 36" FOR 1", 48" FOR 1-1/4", 60" FOR 1-1/2" OR LARGER.
2. FOR DISTANCES GREATER THAN 36" FOR 1", 48" FOR 1-1/4", 60" FOR 1-1/2" OR LARGER PROVIDE PIPE EXTENSION, CAP AND HANGER ACCORDING TO 8.2.3.4.1.

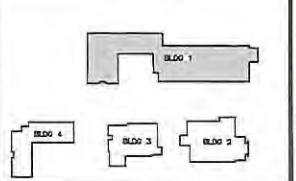
DBA APPROVED  
 DIV. OF THE STATE ARCHITECT  
 101 ANGELES REGISTRATION OFFICE  
 DATE: 03/11/2026  
 CITY: LOS ANGELES



**REVISIONS:**

NO.	DESCRIPTION	DATE
1	CCD 47	07/07/16
2	CCD 420	03/28/17

DATE ISSUED: 03/11/2026  
 PROJECT NO: 1-19212  
 AS NOTED



**Sprinkler Head Schedule**

Symbol	Count	Thread	K-Factor	Description	Note
⊙	21	1/2"	5.6	RA414 1/2 SV 155 20 PSH	on Drop
⊙	24	1/2"	5.6	RA2345 1/2 SV 155 185 PSH	on Drop

?? = Total Number of Heads This Floor Plan

**OXNARD SCHOOL DISTRICT**  
**LEMONWOOD K-8 RECONSTRUCTION**  
 2000 CARNegie COURT  
 OXNARD, CA 93053

DRAWN: [ ] NAME: [ ] ADDRESS: [ ]

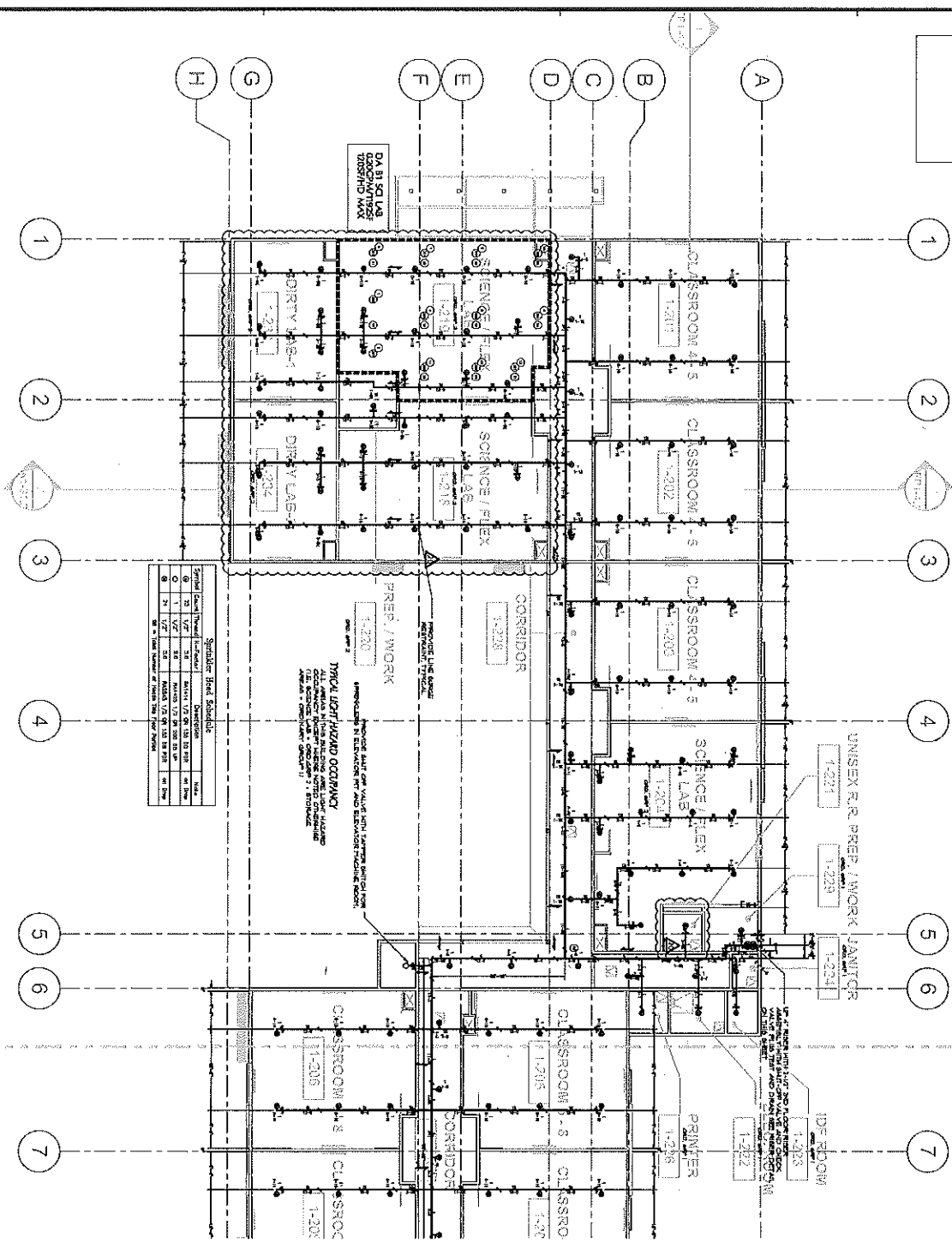
IDENTIFICATION STAMP  
 DIVISION OF THE STATE ARCHITECT  
 OFFICE OF REGULATION SERVICES  
 AC 03-116026  
 AS NOTED

**FP1-2.1B**  
 SHEET NUMBER:  
 SHEET TITLE:

**SVA ARCHITECTS**  
 10000 BRIDGE DRIVE  
 VAN NUYS, CA 91411  
 (818) 709-8888

BUILDING 1 CLASSROOM PIPING PLAN 1ST FLOOR - B

**HYDRAULIC SYSTEM**  
 This drawing is a schematic diagram of the hydraulic system for the building. It shows the layout of the piping, valves, and equipment. The system is designed to provide water to the building's fixtures and equipment. The piping is shown in black lines, and the equipment is shown in white lines. The drawing is a plan view of the building's floor, showing the layout of the piping and equipment. The drawing is a schematic diagram of the hydraulic system for the building. It shows the layout of the piping, valves, and equipment. The system is designed to provide water to the building's fixtures and equipment. The piping is shown in black lines, and the equipment is shown in white lines. The drawing is a plan view of the building's floor, showing the layout of the piping and equipment.



Standard Pipe Schedule

Standard	Material	Thickness	Weight	Notes
1/2"	1/2"	3/16"	1.10	1/2" SCH 40
3/4"	3/4"	1/8"	1.67	3/4" SCH 40
1"	1"	3/16"	2.57	1" SCH 40
1 1/2"	1 1/2"	1/4"	4.75	1 1/2" SCH 40
2"	2"	5/16"	7.68	2" SCH 40
2 1/2"	2 1/2"	3/8"	11.76	2 1/2" SCH 40
3"	3"	7/16"	15.90	3" SCH 40
3 1/2"	3 1/2"	1/2"	21.00	3 1/2" SCH 40
4"	4"	9/16"	26.19	4" SCH 40
4 1/2"	4 1/2"	5/8"	32.56	4 1/2" SCH 40
5"	5"	11/16"	39.13	5" SCH 40
5 1/2"	5 1/2"	3/4"	46.88	5 1/2" SCH 40
6"	6"	13/16"	54.93	6" SCH 40
6 1/2"	6 1/2"	7/8"	63.36	6 1/2" SCH 40
7"	7"	15/16"	72.15	7" SCH 40
7 1/2"	7 1/2"	1"	81.31	7 1/2" SCH 40
8"	8"	1 1/16"	90.84	8" SCH 40
8 1/2"	8 1/2"	1 1/8"	101.74	8 1/2" SCH 40
9"	9"	1 1/4"	113.00	9" SCH 40
9 1/2"	9 1/2"	1 3/8"	125.62	9 1/2" SCH 40
10"	10"	1 1/2"	139.60	10" SCH 40
10 1/2"	10 1/2"	1 5/8"	154.95	10 1/2" SCH 40
11"	11"	1 3/4"	171.67	11" SCH 40
11 1/2"	11 1/2"	1 7/8"	189.77	11 1/2" SCH 40
12"	12"	2"	209.24	12" SCH 40

MATCH LINE  
 SEE SHEET A-11  
 FOR THIS SIDE  
 OF MATCH LINE

MATCH LINE  
 SEE SHEET A-12  
 FOR THIS SIDE  
 OF MATCH LINE

BUILDING 1 CLASSROOM PIPING PLAN AND FLOOR - A

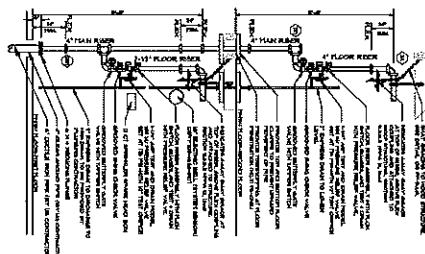
**PIPING GENERAL NOTES**

1. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UPC AND THE IBC.
2. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UPC AND THE IBC.
3. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UPC AND THE IBC.
4. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UPC AND THE IBC.
5. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UPC AND THE IBC.

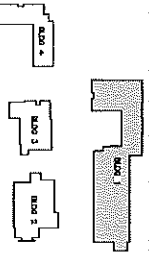


APPROVED  
 DATE: 05/28/2013

**BUILDING 1 RISER**



**KEY PLAN**



OWNER: OXNARD SCHOOL DISTRICT  
 NAME: LEMONWOOD K-8 RECONSTRUCTION  
 ADDRESS: 2200 CARNEGIE COURT  
 OXNARD, CA 93033



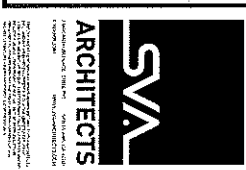
IDENTIFICATION STAMP  
 DRAWING BY: [Name]  
 DATE: 05/28/2013

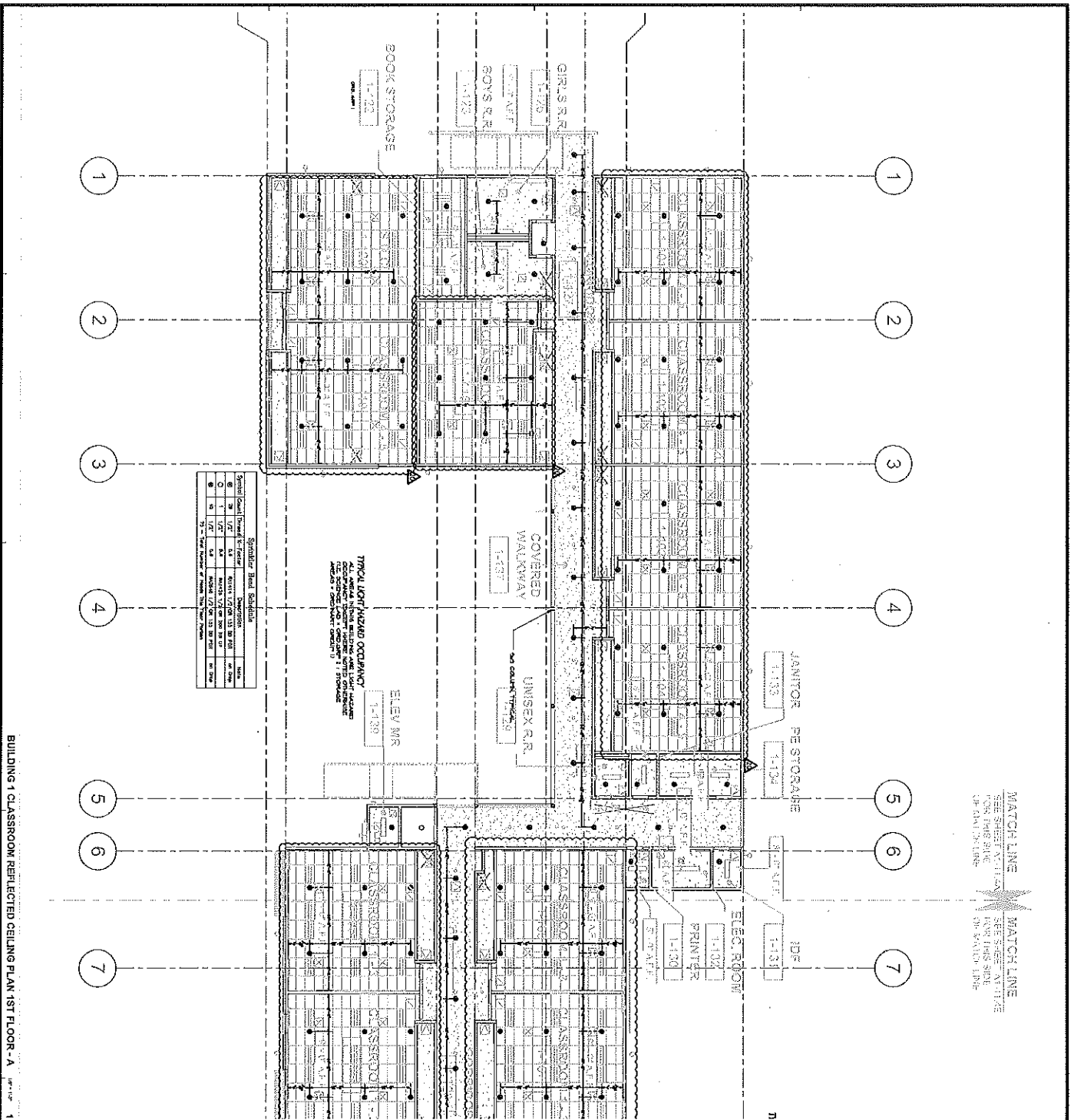
REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/28/2013
2	ISSUED FOR PERMIT	05/28/2013
3	ISSUED FOR PERMIT	05/28/2013
4	ISSUED FOR PERMIT	05/28/2013
5	ISSUED FOR PERMIT	05/28/2013
6	ISSUED FOR PERMIT	05/28/2013
7	ISSUED FOR PERMIT	05/28/2013
8	ISSUED FOR PERMIT	05/28/2013
9	ISSUED FOR PERMIT	05/28/2013
10	ISSUED FOR PERMIT	05/28/2013

DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 05/28/2013

SHEET NUMBER: FP1-2.2A





MATCH LINE  
SEE SHEET V-1111E FOR THIS SIDE OF THE MATCH LINE  
MATCH LINE  
SEE SHEET V-1111E FOR THIS SIDE OF THE MATCH LINE

**Standard Head Schedule**

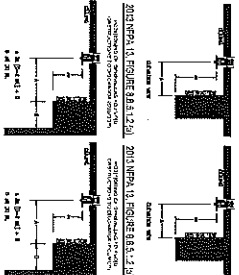
Symbol	Head	Symbol	Head	Symbol	Head	Symbol	Head
1	1/2"	2	3/4"	3	1"	4	1 1/4"
5	1 1/2"	6	2"	7	2 1/2"	8	3"
9	3 1/2"	10	4"	11	4 1/2"	12	5"

**TYPICAL LIGHT HAZARD OCCUPANCY**  
 OCCUPANCY CLASSIFICATION: CLASSROOM  
 LIGHT HAZARD OCCUPANCY CLASSIFICATION: CLASSROOM  
 LIGHT HAZARD OCCUPANCY CLASSIFICATION: CLASSROOM  
 LIGHT HAZARD OCCUPANCY CLASSIFICATION: CLASSROOM

BUILDING 1 CLASSROOM REFLECTED CEILING PLAN 1ST FLOOR - A

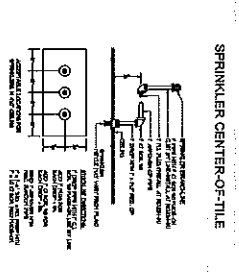
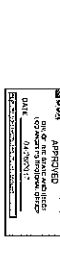
**CEILING SPRINKLER NOTES**

1. MANUAL SPRINKLER OF CEILING SPRINKLER SHALL BE 20% TO 1% FOR THE CEILING HAZARD OCCUPANCY CLASSIFICATION. SHALL BE 1% TO 1% FOR THE CEILING HAZARD OCCUPANCY CLASSIFICATION. SHALL BE 1% TO 1% FOR THE CEILING HAZARD OCCUPANCY CLASSIFICATION. SHALL BE 1% TO 1% FOR THE CEILING HAZARD OCCUPANCY CLASSIFICATION.
2. NON-COMBUSTIBLE CONCEALED ALIKE SPACES NOT PERMITTED.



**2018 NFPA 13 SPRINKLER SCHEDULE**

SPRINKLER TYPE	TEMPERATURE	RESPONSE CLASSIFICATION	LISTED
ES-RS	135°F	ES-RS	ES-RS
ES-RS	155°F	ES-RS	ES-RS
ES-RS	175°F	ES-RS	ES-RS
ES-RS	200°F	ES-RS	ES-RS
ES-RS	225°F	ES-RS	ES-RS
ES-RS	250°F	ES-RS	ES-RS
ES-RS	275°F	ES-RS	ES-RS
ES-RS	300°F	ES-RS	ES-RS
ES-RS	325°F	ES-RS	ES-RS
ES-RS	350°F	ES-RS	ES-RS
ES-RS	375°F	ES-RS	ES-RS
ES-RS	400°F	ES-RS	ES-RS
ES-RS	425°F	ES-RS	ES-RS
ES-RS	450°F	ES-RS	ES-RS
ES-RS	475°F	ES-RS	ES-RS
ES-RS	500°F	ES-RS	ES-RS
ES-RS	525°F	ES-RS	ES-RS
ES-RS	550°F	ES-RS	ES-RS
ES-RS	575°F	ES-RS	ES-RS
ES-RS	600°F	ES-RS	ES-RS
ES-RS	625°F	ES-RS	ES-RS
ES-RS	650°F	ES-RS	ES-RS
ES-RS	675°F	ES-RS	ES-RS
ES-RS	700°F	ES-RS	ES-RS
ES-RS	725°F	ES-RS	ES-RS
ES-RS	750°F	ES-RS	ES-RS
ES-RS	775°F	ES-RS	ES-RS
ES-RS	800°F	ES-RS	ES-RS
ES-RS	825°F	ES-RS	ES-RS
ES-RS	850°F	ES-RS	ES-RS
ES-RS	875°F	ES-RS	ES-RS
ES-RS	900°F	ES-RS	ES-RS
ES-RS	925°F	ES-RS	ES-RS
ES-RS	950°F	ES-RS	ES-RS
ES-RS	975°F	ES-RS	ES-RS
ES-RS	1000°F	ES-RS	ES-RS



**CEILING LEGEND**

1. SPRINKLER HEAD

2. RECESSED SPRINKLER HEAD

3. NON-RECESSED SPRINKLER HEAD

4. RECESSED SPRINKLER HEAD

5. NON-RECESSED SPRINKLER HEAD

6. RECESSED SPRINKLER HEAD

7. NON-RECESSED SPRINKLER HEAD

8. RECESSED SPRINKLER HEAD

9. NON-RECESSED SPRINKLER HEAD

10. RECESSED SPRINKLER HEAD

11. NON-RECESSED SPRINKLER HEAD

12. RECESSED SPRINKLER HEAD

13. NON-RECESSED SPRINKLER HEAD

14. RECESSED SPRINKLER HEAD

15. NON-RECESSED SPRINKLER HEAD

16. RECESSED SPRINKLER HEAD

17. NON-RECESSED SPRINKLER HEAD

18. RECESSED SPRINKLER HEAD

19. NON-RECESSED SPRINKLER HEAD

20. RECESSED SPRINKLER HEAD

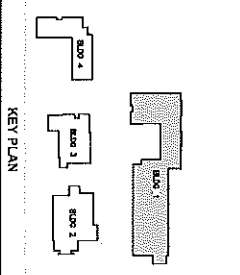
21. NON-RECESSED SPRINKLER HEAD

22. RECESSED SPRINKLER HEAD

23. NON-RECESSED SPRINKLER HEAD

24. RECESSED SPRINKLER HEAD

25. NON-RECESSED SPRINKLER HEAD



**OXNARD SCHOOL DISTRICT**  
**LEMONWOOD K-8 RECONSTRUCTION**

OWNER: Oxnard School District  
 NAME: LEMONWOOD K-8 RECONSTRUCTION  
 ADDRESS: 2200 CARNEGIE COURT  
 OXNARD, CA 93053



**SVA ARCHITECTS**

ARCHITECTS

**BUILDING 1 CLASSROOMS REFLECTED CEILING 1ST FLOOR - A**

SHEET NUMBER: FP1-3.1A

PROJECT NUMBER: 170210

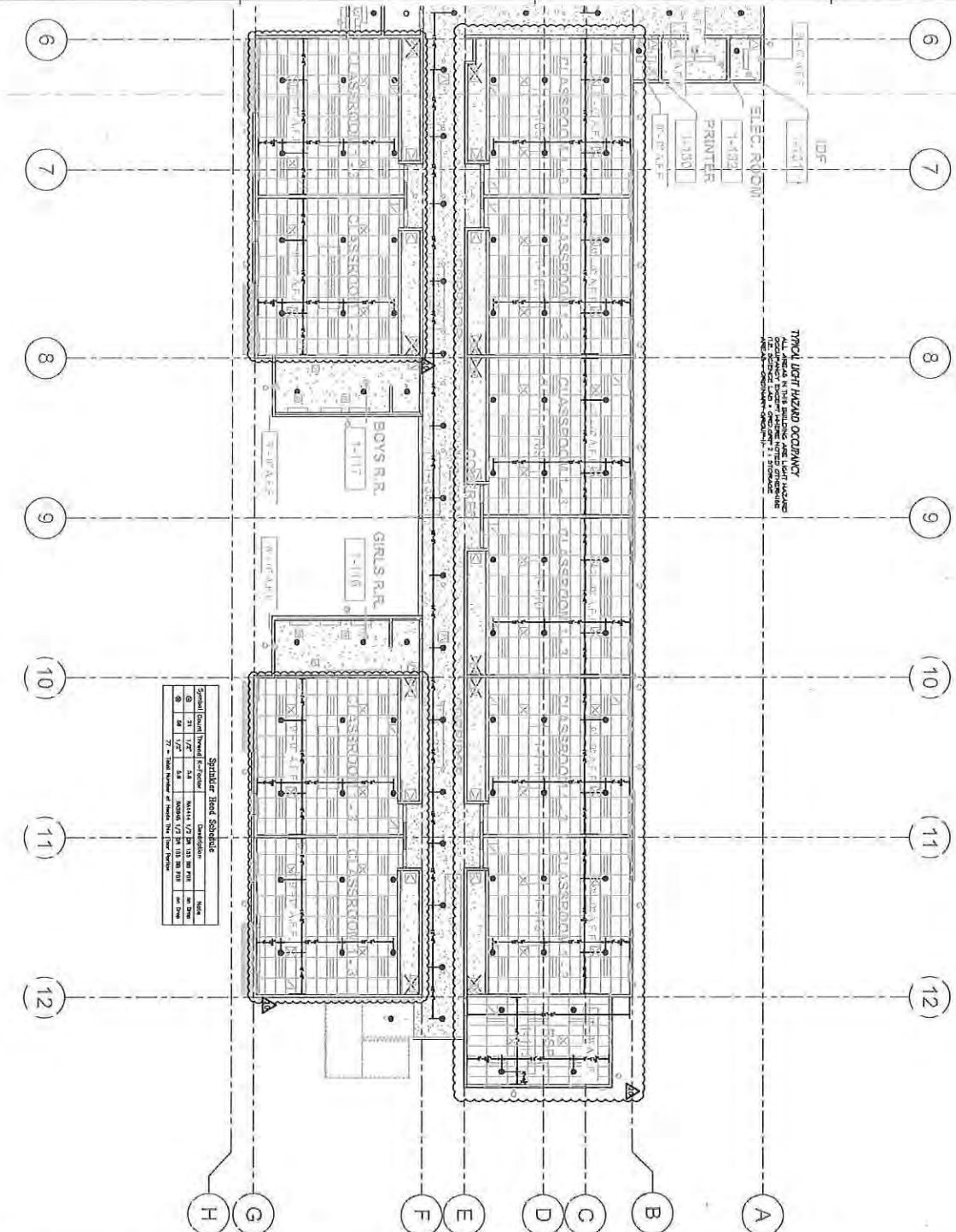
DATE: 05/26/17

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/26/17
2	ISSUED FOR CONSTRUCTION	05/26/17



CH LINE  
MATCH LINE  
SEE SHEET A-113  
FOR THIS SIDE  
MATCH LINE  
SEE SHEET A-113  
FOR THIS SIDE



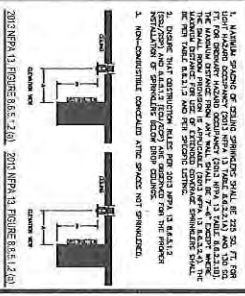
**Sprinkler Head Schedule**

Symbol	Head	Model	Temp.	Notes
1	1/2"	54	155	155
2	1/2"	54	155	155
3	1/2"	54	155	155
4	1/2"	54	155	155
5	1/2"	54	155	155
6	1/2"	54	155	155
7	1/2"	54	155	155

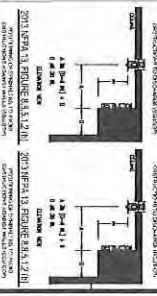
72 = Total Number of Heads per Room

BUILDING 1 CLASSROOM REFLECTED CEILING PLAN 1ST FLOOR - B

**CEILING SPRINKLER NOTES**



1. AVERAGE SPACING OF CEILING SPRINKLERS SHALL BE 20' TO 25' TO 28' FOR THE ROOMS SHOWN. HAZARDOUS OCCUPANCY SHALL BE 15' TO 20' TO 25' TO 28' TO 30'. THE SPACING SHALL BE ADJUSTED TO ACCOMMODATE THE SPACING OF THE CEILING LIGHT FIXTURES. THE SPACING SHALL BE ADJUSTED TO ACCOMMODATE THE SPACING OF THE CEILING LIGHT FIXTURES. THE SPACING SHALL BE ADJUSTED TO ACCOMMODATE THE SPACING OF THE CEILING LIGHT FIXTURES.
2. DOUBLE THE CALCULATION RESULTS FOR ROOMS WITH A WALL'S PENETRATION OF SPRINKLER HEADS INTO ROOMS FOR THE PROVISION OF NON-COMBUSTIBLE CONCEALED AIRSPACE NOT SPRINKLED.



**2013 NFPA 13, FIGURE 8.6.1.2.1(a)**

SPRINKLER HEAD SHALL BE 1/2" TO 1" ABOVE THE CEILING.

**2013 NFPA 13, FIGURE 8.6.1.2.1(b)**

SPRINKLER HEAD SHALL BE 1/2" TO 1" ABOVE THE CEILING.

**2013 NFPA 13, FIGURE 8.6.1.2.1(c)**

SPRINKLER HEAD SHALL BE 1/2" TO 1" ABOVE THE CEILING.

**2013 NFPA 13, FIGURE 8.6.1.2.1(d)**

SPRINKLER HEAD SHALL BE 1/2" TO 1" ABOVE THE CEILING.

**2013 NFPA 13, FIGURE 8.6.1.2.1(e)**

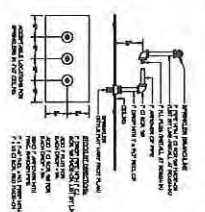
SPRINKLER HEAD SHALL BE 1/2" TO 1" ABOVE THE CEILING.

**SPRINKLER CENTER-OF-TILE**

APPROVED

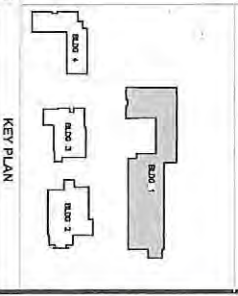
DATE: 1/17/2014

DATE: 1/17/2014



**CEILING LEGEND**

Symbol	Description
1	1/2" SPRINKLER HEAD
2	1/2" SPRINKLER HEAD
3	1/2" SPRINKLER HEAD
4	1/2" SPRINKLER HEAD
5	1/2" SPRINKLER HEAD
6	1/2" SPRINKLER HEAD
7	1/2" SPRINKLER HEAD



**OWNER:** OXNARD SCHOOL DISTRICT  
**NAME:** LEMONWOOD K-8 RECONSTRUCTION  
**ADDRESS:** 2200 CARNEGIE COURT  
 OXNARD, CA 93033



**IDENTIFICATION STAMP**  
 DIVISION OF THE STATE ARCHITECT  
 A# 03-115028  
 AC - FLS - SS

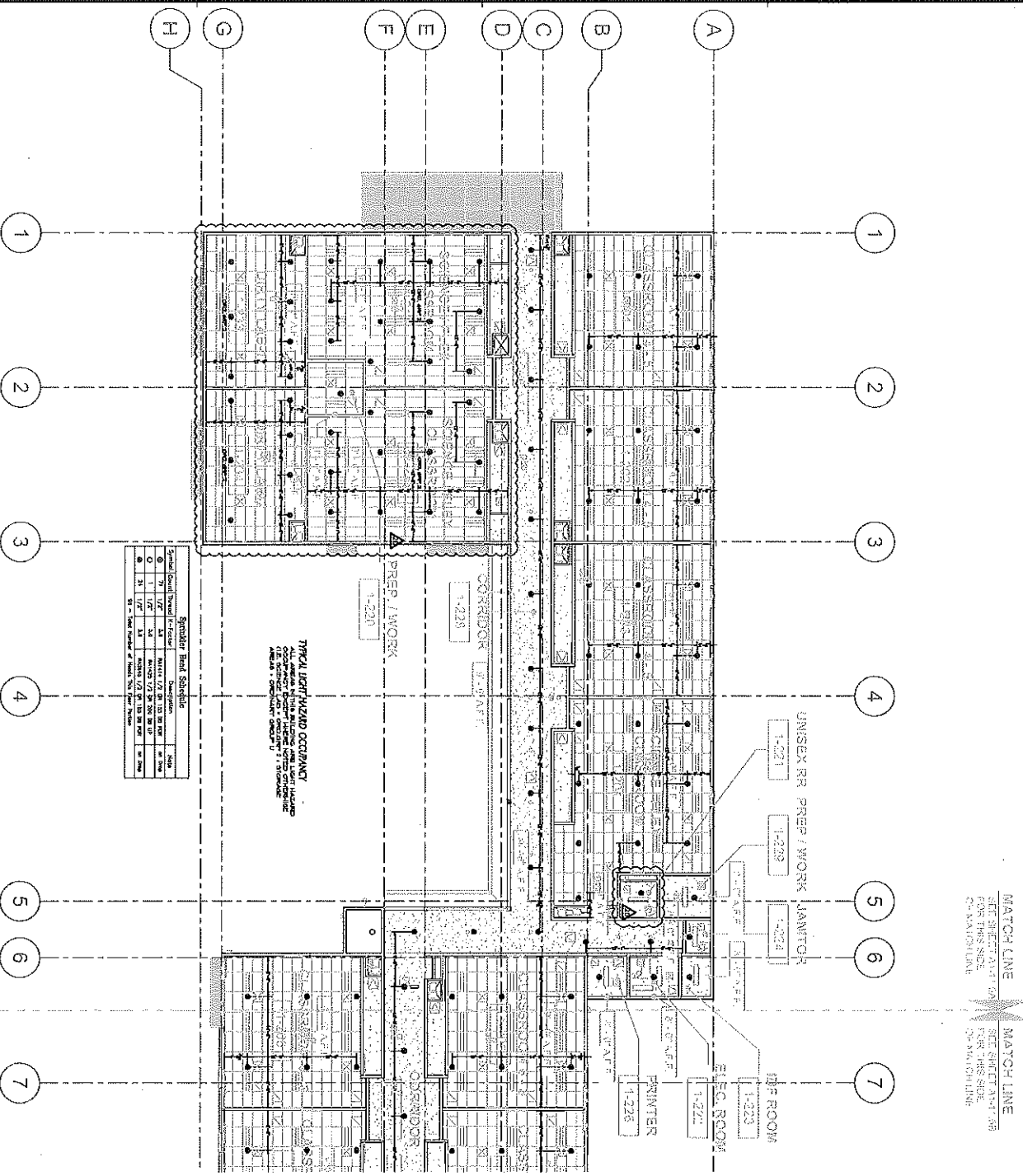
**REVISIONS:**

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

**DATE ISSUED:** 1/17/2014  
**PROJECT NO.:** 134012  
**SHEET NUMBER:** AS-0012  
**SHEET TITLE:** FP1.3.1B

**SVA ARCHITECTS**

**BUILDING 1 CLASSROOMS REFLECTED CEILING 1ST FLOOR - B**



BUILDING 1 CLASSROOM REFLECTED CEILING PLAN AND FLOOR - A

MATCH LINE  
SEE SHEET A-1-36  
FOR THIS SIDE  
OF MATCH LINE

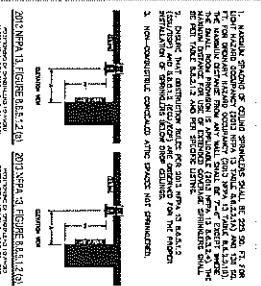
MATCH LINE  
SEE SHEET A-1-36  
FOR THIS SIDE  
OF MATCH LINE

Symbolic Mark Schedule

Symbol	Mark	Description	Notes
○	1	REFLECTOR	SEE SPEC. SECTION 27.01 FOR DETAILS
○	2	REFLECTOR	SEE SPEC. SECTION 27.01 FOR DETAILS
○	3	REFLECTOR	SEE SPEC. SECTION 27.01 FOR DETAILS
○	4	REFLECTOR	SEE SPEC. SECTION 27.01 FOR DETAILS
○	5	REFLECTOR	SEE SPEC. SECTION 27.01 FOR DETAILS
○	6	REFLECTOR	SEE SPEC. SECTION 27.01 FOR DETAILS
○	7	REFLECTOR	SEE SPEC. SECTION 27.01 FOR DETAILS

TYPICAL LIGHT/HAZARD OCCUPANCY  
THIS CLASSROOM BUILDING HAS LIGHT HAZARD  
CLASSIFICATION OF CLASSROOMS AND  
AREAS - OCCUPANCY GROUP U

CEILING SPRINKLER NOTES



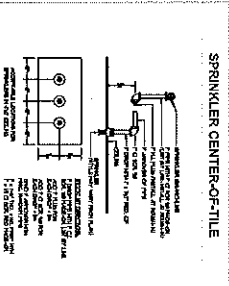
1. INSTALL SPRINKLER OF CORRECT SIZE AND TYPE FOR THE ROOM. SEE SPEC. SECTION 27.02 FOR DETAILS.  
2. SPRINKLER SHALL BE INSTALLED AT THE CENTER OF THE ROOM OR AS SHOWN ON THE DRAWING.  
3. NON-COMBUSTIBLE CONSTRUCTION ABOVE SPRINKLER IS REQUIRED.

**SPRINKLER CENTER-OF-TILE**

INSTALL SPRINKLER AT THE CENTER OF THE TILE OR AS SHOWN ON THE DRAWING.

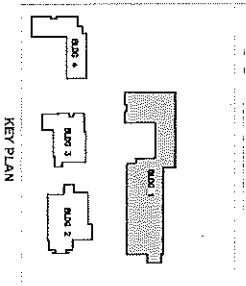
REVISIONS

NO.	DATE	DESCRIPTION
1	07/26/16	ISSUE FOR PERMIT
2	09/29/16	REVISED FOR CONSTRUCTION



CEILING LEGEND

Symbol	Description
○	REFLECTOR
○	REFLECTOR
○	REFLECTOR
○	REFLECTOR
○	REFLECTOR
○	REFLECTOR
○	REFLECTOR
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○	REFLECTOR
○	REFLECTOR
○	REFLECTOR
○	REFLECTOR



**OWNER:** OXNARD SCHOOL DISTRICT  
**NAME:** LEMONWOOD K-8 RECONSTRUCTION  
**ADDRESS:** 2200 CARNEGIE COURT  
OXNARD, CA 93053

**DATE ISSUED:** 07/26/16  
**PROJECT NO.:** 150701  
**CLIENT:** ASHWOOD

**PROJECT NO.:** FP1-3.2A  
**CLIENT:** ASHWOOD





November 20, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0265 Credit Playground equipment furnished by David Bang and Associates

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Eliminate re-installation of playground equipment scheduled to be relocated, furnishing and installing new playground equipment, and rubber surfacing based upon contract documents and quotation from David Bang Associates

Phase	Category	Description	Subcontractor	Quote
116800	71140	Eliminate re-installation of playground equipment removed and currently stored	David Bang and Assoc.	-16,978.00
116800	71140	Furnish new play equipment and rubberized surface at new equipment area	David Bang and Assoc.	-104,611.15
116800	71140	Install new play equipment	David Bang and Assoc.	-25,000.00
116800	71140	Furnish and install rubberized surface at re-installed equipment area	David Bang and Assoc.	-42,121.87
903000	71200	Contractor contingency. Buy out discrepancy. \$152404.00 in GMP budget for playground equipment		36,307.02
			<b>Subtotal</b>	<b>-152,404.00</b>
			%	
			<b>Markup Subtotal</b>	
			<b>PCI Total</b>	<b>-152,404.00</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **-152,404.00.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.





---

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

A handwritten signature in blue ink, appearing to read "W. Ryan".

Date: 11/30/2017

Quotation accepted by:  
Oxnard School District

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

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

Approved 12/20/17  
Jennifer McLean  
CFW Program Mgr.

P.O. Box 1088, Tustin, CA 92781  
 P: (800) 669-2585  
 F: (800) 729-2483  
 www.davebang.com LIC # 795052



**Quotation**  
 CA 133606

**To Oxnard School District**  
**Attn: John Cooper**  
**1051 South A Street**  
**Oxnard, CA 93030**

Quotation Date <b>11/3/2017</b>	Salesperson <b>Cathy Cook</b>
------------------------------------	----------------------------------

Terms <b>Net 30</b>
------------------------

**Lemonwood Elementary  
 Installation**

Estimated Shipping Date <b>4-6 Weeks</b>	Shipped Via <b>Truck</b>	F.O.B. <b>Oxnard</b>
---	-----------------------------	-------------------------

Quantity	Description	Unit Price	Total Extended
1	Installation by a Licensed Contractor of Lemonwood Primary Yard Structure  *Install cost INCLUDES installation of new structure with Super Dome OR reinstatement of existing structure and Super Dome with the new parts *Prevailing Wages INCLUDED *Payment and Performance bonds are NOT included. If required, additional charges will apply. Please call for details! *Drainage, excavation, flatwork, grading, concrete curbs and any additional site prep NOT included *ACCESS CLAUSE: Customer to provide 6' access for tractor. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided. *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.	16,977.85	16,977.85

<b>THANK YOU FOR THIS CHANCE TO QUOTE</b>  <small>DAVE BANG ASSOCIATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX OR EMAIL COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE. IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION VENUE SHALL BE ORANGE, CA.</small>	<b>Subtotal</b>
	<b>Tax (7.75%)</b>
	<b>TOTAL</b>

By: Cathy Cook Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

**Thank You!**

P.O. Box 1088, Tustin, CA 92781  
 P: (800) 669-2585  
 F: (800) 729-2483  
 www.davebang.com LIC # 795052



**Quotation**  
 CA 133606

To **Oxnard School District**  
**Attn: John Cooper**  
**1051 South A Street**  
**Oxnard, CA 93030**

Quotation Date <b>11/3/2017</b>	Salesperson <b>Cathy Cook</b>
------------------------------------	----------------------------------

Terms <b>Net 30</b>
------------------------

**Lemonwood Elementary  
 Installation**

Estimated Shipping Date <b>4-6 Weeks</b>	Shipped Via <b>Truck</b>	F.O.B. <b>Oxnard</b>
---	-----------------------------	-------------------------

Quantity	Description	Unit Price	Total Extended
	<p>*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Contractor will not be responsible for any damage to unmarked utilities, such as drainage, irrigation, live water lines, main low voltage lines, etc. Customers responsibility to provide locations of any utilities prior to commencement of work.</p> <p>*Pricing Valid until December 31st, 2017</p>		

<p>THANK YOU FOR THIS CHANCE TO QUOTE</p> <p>DAVE BANG ASSOICATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX OR EMAIL COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE. IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION VENUE SHALL BE ORANGE, CA.</p>	Subtotal	\$16,977.85
	Tax (7.75%)	\$0.00
	<b>TOTAL</b>	<b>\$16,977.85</b>

By: Cathy Cook Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

**Thank You!**

P.O. Box 1088, Tustin, CA 92781  
 P: (800) 669-2585  
 F: (800) 729-2483  
 www.davebang.com LIC # 795052



**Quotation**  
 CA 133789

**To Swinerton Builders**  
**Attn: Bill Gray**  
**2300 Clayton Road, Ste 800**  
**Concord, CA 94520**

Quotation Date <b>11/30/2017</b>	Salesperson <b>Cathy Cook</b>
-------------------------------------	----------------------------------

*Lemonwood Kinder*

**Terms**  
 Net 20 from Ship Date ONLY with signed quote and approved credit application.  
**THANK YOU!!**

Estimated Shipping Date	Shipped Via	F.O.B.		
3-5 Weeks	Truck	Oxnard		
Quantity	Description	Unit Price	Total Extended	
1	Playworld # C14073PM_18, Custom Challengers Playstructure with 3-1/2" OD powder coated galvanized steel posts with cast aluminum caps, one piece powder coated aluminum hinged clamps and one piece Eco-Armor coated perforated steel decks with (20) Active Play Events to accommodate (84) users, Ages 2-5.	55,288.00	55,288.00	
3,206	sq ft Poured-in-Place New Rubber Surfacing, 3-1/2" thickness for a 8' critical fall height Color: 50% BLACK 50% STANDARD COLOR OF CHOICE	13.33	42,735.98	
	Less Prompt Payment Discount	-7,665.60	-7,665.60	
	Subtotal		90,358.38	
	Shipping	7,250.00	7,250.00	
	*Prevailing Wages INCLUDED			
	*Assembly and Installation of Playground Equipment NOT Included - Can be provided at an additional \$25,000 if needed			
	*Shipped by Common Carrier - Will need 2-3 people to unload			

THANK YOU FOR THIS CHANCE TO QUOTE  <small>DAVE BANG ASSOCIATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX OR EMAIL COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE. IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION VENUE SHALL BE ORANGE, CA.</small>	<b>Subtotal</b>
	<b>Tax (7.75%)</b>
	<b>TOTAL</b>

By: Cathy Cook Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

*Thank You!*

P.O. Box 1088, Tustin, CA 92781  
 P: (800) 669-2585  
 F: (800) 729-2483  
 www.davebang.com LIC # 795052



**Quotation**  
 CA 133789

**To Swinerton Builders**  
**Attn: Bill Gray**  
**2300 Clayton Road, Ste 800**  
**Concord, CA 94520**

Quotation Date <b>11/30/2017</b>	Salesperson <b>Cathy Cook</b>
-------------------------------------	----------------------------------

**Terms**  
 Net 20 from Ship Date ONLY with signed quote and approved credit application.  
**THANK YOU!!**

*Lemonwood Kinder*

Estimated Shipping Date <b>3-5 Weeks</b>	Shipped Via <b>Truck</b>	F.O.B. <b>Oxnard</b>
---	-----------------------------	-------------------------

Quantity	Description	Unit Price	Total Extended
	*Security fencing NOT included *ACCESS CLAUSE: Customer to provide 6' access for tractor. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided. *Site Prep / Excavation NOT included *Pricing Valid until December 31st, 2018 *Payment and Performance bonds are NOT included. If required, additional charges will apply. Please call for details!		

<b>THANK YOU FOR THIS CHANCE TO QUOTE</b>  <small>DAVE BANG ASSOICATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX OR EMAIL COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE. IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION VENUE SHALL BE ORANGE, CA.</small>	<b>Subtotal</b>	<b>\$97,608.38</b>
	<b>Tax (7.75%)</b>	<b>\$7,002.77</b>
	<b>TOTAL</b>	<b>\$104,611.15</b>

By: Cathy Cook Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

*Thank You!*

P.O. Box 1088, Tustin, CA 92781  
 P: (800) 669-2585  
 F: (800) 729-2483  
 www.davebang.com LIC # 795052



**Quotation**  
 CA 133658

**To Oxnard School District**  
**Attn: John Cooper**  
**1051 South A Street**  
**Oxnard, CA 93030**

Quotation Date <b>11/10/2017</b>	Salesperson <b>Cathy Cook</b>
-------------------------------------	----------------------------------

Terms Net 30
Piggyback Bid #15-04

***Lemonwood Elementary  
 Rubber Surfacing***

Estimated Shipping Date	Shipped Via	F.O.B.	Quantity	Description	Unit Price	Total Extended
4-6 Weeks	Truck	Oxnard	3,087	sq ft Poured-in-Place New Rubber Surfacing, 3-1/2" thickness for an 8' critical fall height Color: 50% BLACK 50% STANDARD COLOR OF CHOICE	13.33	41,149.71
				Less Colton Joint USD Piggyback Bid Discount	-2,057.49	-2,057.49
<p>*Prevailing Wages INCLUDED            *Drainage, excavation, flatwork, grading, concrete curbs and any additional site prep NOT included            *Security fencing NOT included            *ACCESS CLAUSE: Customer to provide 6' access for tractor. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.            *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.</p>						

<p><b>THANK YOU FOR THIS CHANCE TO QUOTE</b></p> <p>DAVE BANG ASSOCIATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX OR EMAIL COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE. IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION VENUE SHALL BE ORANGE, CA.</p>	<b>Subtotal</b>
	<b>Tax (7.75%)</b>
	<b>TOTAL</b>

By: Cathy Cook Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

**Thank You!**

P.O. Box 1088, Tustin, CA 92781  
 P: (800) 669-2585  
 F: (800) 729-2483  
 www.davebang.com LIC # 795052



**Quotation**  
 CA 133658

**To Oxnard School District**  
**Attn: John Cooper**  
**1051 South A Street**  
**Oxnard, CA 93030**

Quotation Date <b>11/10/2017</b>	Salesperson <b>Cathy Cook</b>
-------------------------------------	----------------------------------

Terms Net 30
Piggyback Bid #15-04

*Lemonwood Elementary  
 Rubber Surfacing*

Estimated Shipping Date 4-6 Weeks	Shipped Via Truck	F.O.B. Oxnard
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Quantity	Description	Unit Price	Total Extended
	<p>*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Contractor will not be responsible for any damage to unmarked utilities, such as drainage, irrigation, live water lines, main low voltage lines, etc. Customers responsibility to provide locations of any utilities prior to commencement of work.</p> <p>*Pricing Valid until December 31st, 2017</p> <p>*Payment and Performance bonds are NOT included. If required, additional charges will apply. Please call for details!</p>		

<p>THANK YOU FOR THIS CHANCE TO QUOTE</p> <p>DAVE BANG ASSOICATES, INC OF CALIFORNIA IS PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX OR EMAIL COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE. IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION VENUE SHALL BE ORANGE, CA.</p>	Subtotal	\$39,092.22
	Tax (7.75%)	\$3,029.65
	<b>TOTAL</b>	<b>\$42,121.87</b>

By: Cathy Cook Accepted \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

*Thank You!*



December 20, 2017

Oxnard School District  
 1051 South A Street  
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB  
 PCI No. 0268.2 CCD 026 Revise Fire Sprinkler piping size and coverage in MPR Kitchen and Presentation areas

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Change protection rating in Kitchen and storage areas, re-size piping

Phase	Category	Description	Subcontractor	Quote
211300	71140	Change protection rating in Kitchen and storage areas, re-size piping	Superior Fire Inc.	42,115.00
			<b>Subtotal</b>	<b>42,115.00</b>
007480	71160	Subguard	1.15%	484.32
007410	71160	Builders Risk	0.6%	255.60
007420	71160	General Insurance	1.15%	489.89
007510	71160	P&P Bond	1%	421.15
991000	79999	Change Order Fee	5%	2,167.24
			<b>Markup Subtotal</b>	<b>3,818.20</b>
			<b>PCI Total</b>	<b>45,933.20</b>

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **45,933.20.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval. This proposal does not include any related cost to this change. This pricing is for sprinkler piping only.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.





Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,  
Swinerton Builders

A handwritten signature in blue ink, appearing to read 'W. Swinerton', is written over the printed name.

Date: 12/20/2017

Quotation accepted by:  
Oxnard School District

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

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

Approved 12/20/17  
Swinerton Builders  
CFW Program Mgr

# SUPERIOR FIRE INC.

LIC# C16-911525

## SOLUTIONS FOR SAVING LIVES AND PROPERTY

Corporate Office: 2945 Los Olivos Suite #108 Oxnard, CA 93036 | San Diego Office: 5245 Avenida Encinas Suite E Carlsbad, CA 92008

### Swinerton Builders

17731 Mitchell North, Suite 200  
Irvine, CA 92614

P. (949) 622-7010

ATTN: Bill Gray

BGray@swinerton.com

THURSDAY, NOVEMBER 16, 2017

### Change Order #03 for Lemonwood K-8 Reconstruction

2200 Carnegie Ct.  
Oxnard, CA 93033

We are pleased to submit this proposal provide additional work and or material for the above stated project. The work provided to be per NFPA 13 2013 and all jurisdictional requirements of the DSA

The following pricing will complete work as listed below:

Grand Total:

**\$42,115.00**

#### Scope of work:

- Kitchen:
  - a. Relocate pendent style sprinkler heads in kitchen to accommodate ordinary hazard design
  - b. Add an additional dry pendent style head in dry storage room.
- Presentation / Serving area
  - a. Readjust sprinkler main height to accommodate dropped ceiling.
  - b. Readjust sprinkler branch line height above dropped ceiling.
  - c. Add an additional sprinkler pendants to new ceiling.
- Upsize 2½" main to 4" along east side of building.
- Sprinkler coverage will be provided below new suspended and hard lid ceilings only as requested.
- Fire sprinklers in new scope of work to be new quick response per NFPA 13 2013
- All piping to meet local and NFPA 13 2013 standards and the DSA.
- Work shall include all materials, union labor, rough and final inspections.

#### WE HAVE EXCLUDED THE FOLLOWING FROM OUR BID:

- Outlet center or property manager shutdown fees.
- Pre-action and or clean agent fire suppression.
- Sprinkler coverage in unoccupied noncombustible attic space (not required per NFPA 13).
- Concrete/asphalt saw cutting.
- Fire stopping and or filling of cored or drilled holes.
- All fire alarm / monitoring electrical work, mounting of fire alarm bells and monitoring.
- Any painting of pipe.
- Custom signage.
- Access panels.
- Covering or insulation of pipe.
- Fire hose stations.
- Fire extinguishers.
- Structural calculations.

[www.superiorfireinc.com](http://www.superiorfireinc.com)

SBA 8(a)



FIRE PROTECTION & ALARM



(805)477-0162

# SUPERIOR FIRE INC.

## SOLUTIONS FOR SAVING LIVES AND PROPERTY

Corporate Office: 2945 Los Olivos Suite #108 Oxnard, CA 93036 | San Diego Office: 5245 Avenida Encinas Suite E Calsbad, CA 92008

- Engineering.
- Coring, cutting and patching of any kind, to include, but not limited to: asphalt, concrete, drywall, masonry, etc.

### ADDITIONAL NOTES:

- **DUE TO INCREASING STEEL PRICES, AND PIPE AVAILABILITY, MATERIAL COSTS AND PROJECT SCHEDULE ARE SUBJECT TO CHANGE WITHOUT NOTICE.**
- We will begin engineering upon receipt, of a signed contract, and "20 Day Preliminary Notice" information. Any additions or extras desired or required will be billed separately, as they are completed at 100% of cost. A signed faxed contract is a valid and binding contract.

*During or after the system is complete and develops defects such as leaking heads, pipes, fittings, etc. Superior Fire Incorporated will cover all defects for 1 year. If any defects occur because of others there will be a rate of \$105.00 per hour.*

Superior Fire Protection and its associates deeply appreciate the chance to bid on your current projects.



**Erik Olmstead**

estimating@superiorfireinc.com | Superior Fire Inc. | Solution for Saving Lives and Property.  
 P: 805.477.0162 | F: 805.477.9908  
 www.superiorfireinc.com | 2945 Los Olivos Ste 108 | Oxnard, CA 93036

"INTEGRITY – PRECISION – SAFETY – GROWTH"



I/We understand and agree that any credit granted shall be paid promptly in accordance with terms and agreements, that the credit grantor may add 1 1/2 % per month to any balance owed, and in event of default to pay reasonable collection charges and/or attorney fees.

Approved \_\_\_\_\_

Date \_\_\_\_\_

This Proposal subject to acceptance and within thirty (30) days from date hereof by the buyer, otherwise at the option of the seller it becomes null and void.

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FIRE PROTECTION & ALARM



## CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2<sup>nd</sup> day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

## **SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

## **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

## **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

## **SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

## **SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty-Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor



Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

#### **SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION**

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

#### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

#### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

#### **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

## **SECTION 11. NOT USED**

## **SECTION 12. PERSONNEL ASSIGNMENT**

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

### **SECTION 13. BONDING REQUIREMENTS**

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

### **SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

## **SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

## **SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

## **SECTION 17. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

## **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

## **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District



shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

**SECTION 20. INDEPENDENT CONTRACTOR**

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

## **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

## **SECTION 22. PERSONAL LIABILITY**

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

## **SECTION 23. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

## **SECTION 24. NOTICES**

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders  
865 S. Figueroa Street  
Suite 3000  
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
García, Hernandez, Sawhney & Bermudez LLP  
1330 Broadway, Suite 1701  
Oakland, CA 94612

And with an additional copy to Yuri Calderon,  
Caldwell Flores Winters, Inc.  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (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

Swinerton Builders

By:  LIA TATEVOSIAN

Title: OPERATIONS MGR

Date: 4/6/16

THE DISTRICT

Oxnard School District,  
a California school district

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

Title: District Superintendent

Date: April 26, 2016

# EXHIBIT A

## Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).



# CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: January 17, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 013

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT OWNER: Oxnard School District  
 O.S.D. BID No. N/A 1051 South A Street  
 O.S.D. Agreement No.15-198 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.  
 3 MacArthur Place, Suite 850  
 Santa Ana, CA 92707

CONTRACTOR:  
 Swinerton Builders  
 865 S. Figueroa St., Ste. 3000  
 Los Angeles, CA 90017  
 Attn: Michael Darquea

Architects Proj. No.: 2013-40121  
 D.S.A. File No.: 56-22  
 D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	747,709.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(700,765.57)
ADJUSTED CONTINGENCY SUM	\$	46,943.43
NET CHANGE	\$	16,533.10
<hr/>		
Total Contingency Allocations to Date:	\$	(684,232.47)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 013.....	\$	63,476.53

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCI 0166.4 Classroom Building Fire Sprinkler Modifications to meet code			\$89,937.70	
2.	PCI 0265 Delete reinstallation of playground equipment and rubber surfacing				(\$152,404.00)
3.	PCI 0268.2 Fire Sprinkler piping sizing & change in MPR Kitchen and Presentation area			\$45,933.20	
4.					
5.					
6.					
7.	<b>Totals</b>			\$135,870.90	(\$152,404.00)

Total Contractor Contingency Allocation CREDIT Approval No. 013..... \$16,533.10

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Assistant Superintendent, Business & Fiscal Services:

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_



**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

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

**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** \_\_\_\_\_

**Approval of Amendment No. 002 to Agreement #15-89 for CSDA Design Group to provide additional Architectural Services for the Marshall New School Project (Penanhoat/Fateh/CFW)**

---

At the August 26, 2015 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #15-89 with CSDA Design Group (now and going forward known as CSDA) to provide Architectural Services to complete the design for the Marshall New School Project (Project).

Amendment No. 002 and the attached proposal received from CSDA are for the Value Engineered Scope of Work including: Expanded Construction Administration Services at Marshall New School Project.

**FISCAL IMPACT:**

Seventeen Thousand One Hundred Sixty and Zero Cents [\$17,160.00] to be paid out of Master Construct & Implementation Funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment No. 002 to Agreement #15-89 with CSDA for the Marshall New Classroom Project for additional architectural and engineering services.

**ADDITIONAL MATERIAL(S):**

- Amendment No. 002, CSDA Design Group (3 Pages)
- CSDA Design Group Proposal, dated December 20, 2017 (3 Pages)
- Agreement #15-89 CSDA Design Group (118 Pages)

**Amendment No. 002 to Architect  
Services Agreement #15-89 with CSDA Design Group**

The Architect Services Agreement #15-89 (“Agreement”) entered into on August 26, 2015, by and between the Oxnard School District (“District”) and CSDA Design Group, (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 002 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, The District retained Architect to provide architectural and design services for the Marshall New Classroom Building Project (“Project”) for the District’s Facilities Implementation Plan;

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

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

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Marshall New Classroom Building;

WHEREAS, upon consideration of the proposed modifications to the plans and specifications and the timing of those modifications, the District requires amending the scope of work of CSDA Design Group to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

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

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

**AMENDMENT**

The Parties agree to add the following language to SECTION 3 of the Agreement:

The definition of the Project is modified to include the following Value Engineered Scope of Work including: Expanded Construction Administration Services. The proposed amendment contemplates all work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing, and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

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

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

**SECTION 5.2.3b Additional Compensation for Marshall New Classroom Building revised Scope of Work.** The Architect agrees to perform the Basic Services as described in the original Agreement, and attached proposal thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

- A. Seventeen Thousand One Hundred Sixty Dollars and Zero Cents (\$17,160.00) for the Value Engineered Scope of Work for the Marshall New Classroom Building project including: Expanded Construction Administration Services. CSDA's current CA services include attending bi-weekly construction meetings. CSDA has been requested by CFW to attend weekly construction site meetings and provide associated increased construction administration services related to the increased level of effort, meeting attendance, and site visit frequency. Document preparation required for DSA submittal and review, and issuance to the general contractor for construction; submittal as required to DSA as a CCD; review of DSA comments and incorporation of corrections for final DSA approval; and provide construction support by addressing requests for information and review of additional documents provided by the contractor for review and approval.**

**The total sum for the additional services total:**

**Seventeen Thousand One Hundred Sixty and Zero Cents (\$17,160.00)** The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on August 26, 2015 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 002 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

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

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

**CSDA Design Group:**

By: \_\_\_\_\_  
Michael Schoen, Principal

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

December 20, 2017 rev  
~~November 6, 2017~~

CFW Inc.  
Implementation Services  
815 Colorado Blvd.  
Suite 201  
Los Angeles, CA 90041  
Attn: Scott Burkett

**Re: Marshall Elementary School**  
Project # 1534.01  
Agreement # 15-89

**Subject: Expanded Construction Administration  
Additional Services Proposal**

Dear Mr. Burkett:

CSDA Design Group (CSDA) is pleased to be given the opportunity to continue to work with the Oxnard School District (OSD) and CFW on the Marshall Elementary School New Classroom Project. It is our understanding that CFW has requested expanded construction administration services for the project. The scope of work for the Architectural services related to this project are listed below.

**Scope of Work**

- **Expanded Construction Administration Services:** CSDA's current CA services include attending bi-weekly construction meetings. CSDA has been requested by CFW to attend weekly construction site meetings and provide associated increased construction administration services related to the increased level of effort, meeting attendance, and site visit frequency.

**Compensation**

As compensation for professional Architectural and Engineering services for the scope of work as outlined above, CSDA proposes a total lump sum fee of **\$17,160.00 (Seventeen Thousand One Hundred Sixty Dollars, and Zero Cents)** per the below fee breakdown below.

- Architectural: \$17,160.00
- **Total fee:** **\$17,160.00**

**Exclusions**

**Marshall Elementary School  
Expanded Construction Administrative Services Proposal**

Services beyond the Scope of Basic Services/Additional Services not included in CSDA's fee but can be provided if required:

1. Engineering Services not specifically listed in this proposal
2. Any other item not specifically included in the scope of services and scope of work as listed within this proposal

**Closing**

CSDA looks forward to continuing our relationship with CFW and the successful completion of the Marshall Elementary School New Classroom Building project. I would be happy to review with you, in detail, this proposal and am available to answer any questions you may have. I, along with the entire team, look forward to working with you and your team.

Sincerely,

**CSDA DESIGN GROUP**



Michael Schoen, AIA, LEED AP  
Principal

cc: Anissa K. Wong - Principal  
CSDA File

Project:	<b>Architectural Design Services</b>						11/6/2017
Client:	<b>MARSHALL ES - Weekly CA Site Visits</b>						REV 12/20/2017
Proj. No.:	1534.01						
<b>Labor:</b>	<b>ARCHITECTURAL - CSDA</b>						
	<b>ARCHITECTURAL</b>	Principal	Sr. PM	Project Architect	Job captain	CAD Drafter	Total Hours
	<b>PROJECT PHASE &amp; TASK DESCRIPTION</b>						
8	<b>Constrcution Administration</b>						
	Attend Weekly Constrcuton Meetings (26)		0	104			104
	Review RFI's and Submittals		0				
	MANHOUR SUBTOTAL		0	104	0	0	104
	CLASSIFICATION RATES	\$ 225.00	\$ 190.00	\$ 165.00	\$ 110.00	\$ 90.00	
	SUBTOTAL COST	\$ -	\$ -	\$ 17,160	\$ -	\$ -	\$ 17,160
	SUBTOTAL COST - ARCHITECURAL						\$ 17,160
10	<b>Consultants</b>						
	N/A						\$ -
	SUBTOTAL COST						\$ -
	SUBTOTAL COST - CONSULTANTS (10% CSDA ADMIN)						\$ -
	<b>TOTAL PROJECT FEE</b>						<b>\$ 17,160</b>

**AGREEMENT #15-89 FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**CSDA DESIGN GROUP**

**AND**

**OXNARD SCHOOL DISTRICT**

**AUGUST 26, 2015**

**FOR**

**MARSHALL SCHOOL 12 CLASSROOM BUILDING**



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## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

This Agreement for Architectural Services ("**Agreement**") is entered into on this 26<sup>th</sup> day of **August, 2015** by and between **CSDA Design Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the "**Architect**"), with a business address at 4061 Glencoe Avenue, Suite "B", Marina Del Rey, CA 90292 and the Oxnard School District, a California public school district ("**District**"), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as "Party" and collectively as "Parties."

### RECITALS

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

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

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

### AGREEMENT

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

#### SECTION 1 GENERAL PROVISIONS

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

- 1.1.5 **“Architect Consultant”** shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 **“Architect’s Supplemental Instruction”** or **“ASI”** shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 **“As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 **“As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 **“Basic Fee”** shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 **“Basic Services”** are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 **“Bid”** shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 **“Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 **“Bidder”** shall mean the person or entity submitting a Bid.
- 1.1.14 **“BIM”** or **“Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 **“CDE”** shall mean the California Department of Education.
- 1.1.16 **“Change Order”** or **“CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 **“Change Order Request”** or **“COR”** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the District and the Contractor.

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

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

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

site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check ("PC") Approval is maintained.

1.1.61 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.

1.1.62 "Time Impact Analysis" or "TIA" shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.

1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2**

### **EMPLOYMENT OF ARCHITECT**

2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with typical industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.



### **SECTION 3** **THE PROJECT**

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

### **SECTION 4** **SERVICES**

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

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

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

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

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

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid by a minimum of four (4) public bids, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on Exhibits B and C.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

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

### 4.3 ADDITIONAL SERVICES

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

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

**4.3.2.1** Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.16.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

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

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

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

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

**SECTION 5**  
**ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE**

**5.1 COMPENSATION FOR BASIC SERVICES**

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

**Four Hundred Sixty Two Thousand Seven Hundred Fifty Dollars  
(\$462,750.00)**

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

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

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

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

## **5.2 COMPENSATION FOR ADDITIONAL SERVICES**

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

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

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

## **5.4 COMPENSATION FOR REIMBURSABLE SERVICES**

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

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

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

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

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

**5.4.2 REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed **THIRTY THOUSAND DOLLARS NO CENTS (\$30,000.00)**. The following is the **EXCLUSIVE** list of reimbursable expenses:

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

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

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

## **5.5 INVOICES**

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

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

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

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

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

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

**5.5.4 Final Invoice.** Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately

identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR MARSHALL 12 CLASSROOM BUILDING**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

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

## **SECTION 6** **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

### **6.1 TERMINATION BY DISTRICT**

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



but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

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

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

- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

### **6.3 DISTRICT REMEDIES**

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

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

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

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

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

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

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

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

## **SECTION 7**

### **DUTIES AND LIABILITIES OF DISTRICT**

**7.1 DUTIES**

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

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

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

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

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

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

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

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

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

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

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

**8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

**SECTION 9**  
**PROJECT SCHEDULE**

**9.1 SCHEDULE**

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

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

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

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

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

**SECTION 10**  
**DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

**10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project

Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

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

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

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

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

**10.2.3** This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-

exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

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

## **SECTION 11**

### **INDEMNIFICATION AND INSURANCE**

#### **11.1 INDEMNIFICATION.**

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

**11.2.1.1** any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

**11.2.1.2** any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation



including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

**11.2.2** To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

**11.2.3** The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

**11.2.4** Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

**11.3 INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

**11.3.1 Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

**11.3.1.1** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

**11.3.1.2** Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

**11.3.1.3** Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

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

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

**11.3.2 Minimum Scope of Insurance.**

**11.3.2.1** 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.

**11.3.2.2** 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.

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

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

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

**11.3.4.1** 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.

**11.3.4.2** 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.

**11.3.4.3** 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.

**11.3.4.4** 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.

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

**11.3.5.1** 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.

- 11.3.5.2** 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.
- 11.3.5.3** The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.
- 11.3.5.4** 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.
- 11.3.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.
- 11.3.5.6** 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.
- 11.3.5.7** 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.

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

## **12.2 SUBMISSION OF A CLAIM**

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

**12.2.2 By the District.** The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

**12.3 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.

**12.3.1 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.

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

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

**12.3.3.1 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.

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

**12.3.3.3 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.

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

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

## **SECTION 13** **NOTICES**

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

All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

**TO DISTRICT:**

**Caldwell Flores Winters, Inc.,**  
*Program Manager*  
ATTN: Yuri Calderon, Chief Operating Officer  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

**TO ARCHITECT:**

CSDA Design Group  
Jeffery M. Fuller, President  
4061 Glencoe Avenue, Suite "B"  
Marina del Rey, CA 90292

With original copy to:

**Oxnard School District**  
ATTN: Dr. Cesar Morales, Superintendent  
1051 South A St.  
Oxnard, CA 93030

**SECTION 14**  
**REPRESENTATIONS OF THE ARCHITECT**

- 14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.
- 14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.
  - 14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.
  - 14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.
  - 14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.
  - 14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or

Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

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

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

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

14.2.2 **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

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

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

14.2.5 **Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or

the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

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

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

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

## **SECTION 15**

### **MISCELLANEOUS PROVISIONS**

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

**15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

**15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

**15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be



construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:
- (a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;
  - (b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;
  - (c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;
  - (d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;
  - (e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.
- 15.9 NO THIRD PARTY BENEFICIARY.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

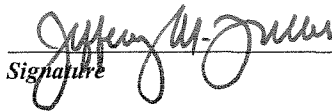
**15.11 AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

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

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

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

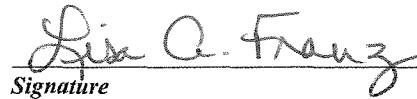
**CSDA DESIGN GROUP:**

  
*Signature*

Jeffery M. Fuller, President  
*Typed Name/Title*

8/14/15  
*Date*

**OXNARD SCHOOL DISTRICT:**

  
*Signature*

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

8-31-15  
*Date*

**EXHIBIT "A"**  
**PROJECT**

August 26, 2015

Jeffery M. Fuller, President  
CSDA Design Group  
4061 Glencoe Avenue, Suite "B"  
Marina del Rey, CA 90292

**Architect Selection Package for MARSHALL 12 CLASSROOM BUILDING**

Dear Mr. Fuller,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **MARSHALL 12 CLASSROOM PROJECT**. This project is herein referred to as "**Marshall**". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

**Marshall Summary**

Marshall will utilize a "re-use of plans" approach whereby designs from previously completed facilities are to be reused for the Marshall campus with adaptations provided to meet specific requirements for form, function, circulation, site context, efficiency and budget. The existing school will remain in operation throughout construction of the new facilities.

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

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

## **Detailed Description**

Enclosed in this package is a detailed description of Marshall, including components per approved District Educational Specifications required to establish a K-8 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

## **Master Budget, Timeline, and Schedule**

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

## **Method of Selection**

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Friday, September 13, 2013 @ 4:00pm in PDF format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., [ycalderon@cfwinc.com](mailto:ycalderon@cfwinc.com)

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

Sincerely,

**Caldwell Flores Winters, Inc.**

# Caldwell Flores Winters, Inc.

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

July 6, 2015

Jeffery Fuller, Principal  
CSDA Design Group  
4061 Glencoe Avenue, Suite B  
Marina del Rey, CA 90292

## **Request for Architectural Services for Marshall New Classroom Building**

Dear Mr. Fuller,

The Board of Trustees of the Oxnard School District accepted a proposed project plan for a New Classroom Building at Marshall Elementary School (the "Project"). The Board has approved the project's budget and schedule and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architectural Services for a twelve (12) classroom addition to the Marshall Elementary site in order to provide additional interim capacity for grades 6-8 and accommodate a K-8 program that builds upon the site's academic strand focus on the visual and performing arts.

The completed project must be consistent in appearance and architectural theme with existing facilities at the site, however your firm may propose to source the facility plans by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within the attached document.

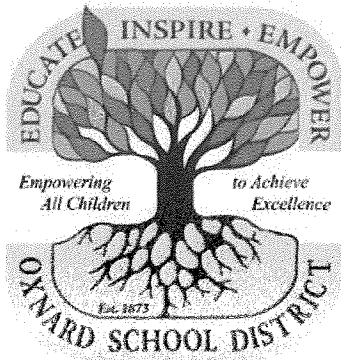
At this time, we anticipate that the Project's design phase would commence in August 2015 and be submitted to DSA in December 2015. DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016. The Project budget was approved by the Board upon adoption of the June 2015 Semi-Annual Report with an "all-in" total cost of \$8,097,558.

A process for assigning a qualified architectural firm to this specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **12:00 pm PDT on Friday, July 17, 2015** in PDF format, via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., [ycalderon@cfwinc.com](mailto:ycalderon@cfwinc.com).

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

Sincerely,

**Caldwell Flores Winters, Inc.**



**Oxnard School District**  
**Request for Architectural Services**  
**Marshall Elementary School: New Classroom Building**

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

1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035

# OXNARD SCHOOL DISTRICT

## Request for Architectural services

### I. Project Description: middle school 12-Classroom addition at Marshall Elementary

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#### ORIENTATION

Marshall Elementary sits on an 11-acre site at 2900 Thurgood Marshall Drive, a street which borders the campus to the north and west. The site is located next to the River Ridge neighborhood in the north end of Oxnard and is also bounded by North Patterson Road to the east and West Gonzales Road to the south. The school, constructed in 2003, currently operates a Kindergarten through fifth grade educational program for 555 students with 24 classrooms and features an academic strand program focused on the visual and performing arts. The school also contains three rooms subdivided for speech and Special Education, a computer lab, a resource room, a cafeteria, a library, a staff lounge, and two playgrounds. There are no portables on campus; all facilities currently at Marshall are permanent. With the exception of hard courts that occupy approximately one-third of the south half of the school site, all development is located on the north half of the site along Thurgood Marshall Drive.

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#### PROJECT REQUIREMENTS

Pursuant to the Board adopted June 2015 Semi-Annual Implementation Program Update, the Marshall New Classroom Building project has been envisioned to meet the District's interim capacity requirements for grades 6-8 until a new middle school is constructed and to provide Marshall with a long-term K-8 educational program option, if desired. The project will produce 12 new teaching spaces for 324 or more students in Grades 6 to 8 based on State loading standards of 27 students per room. Upon completion, Marshall will contain a combined total of 40 permanent classrooms and updated parking to satisfy the District's specification for K-8 facilities with a capacity for up to 900 students.

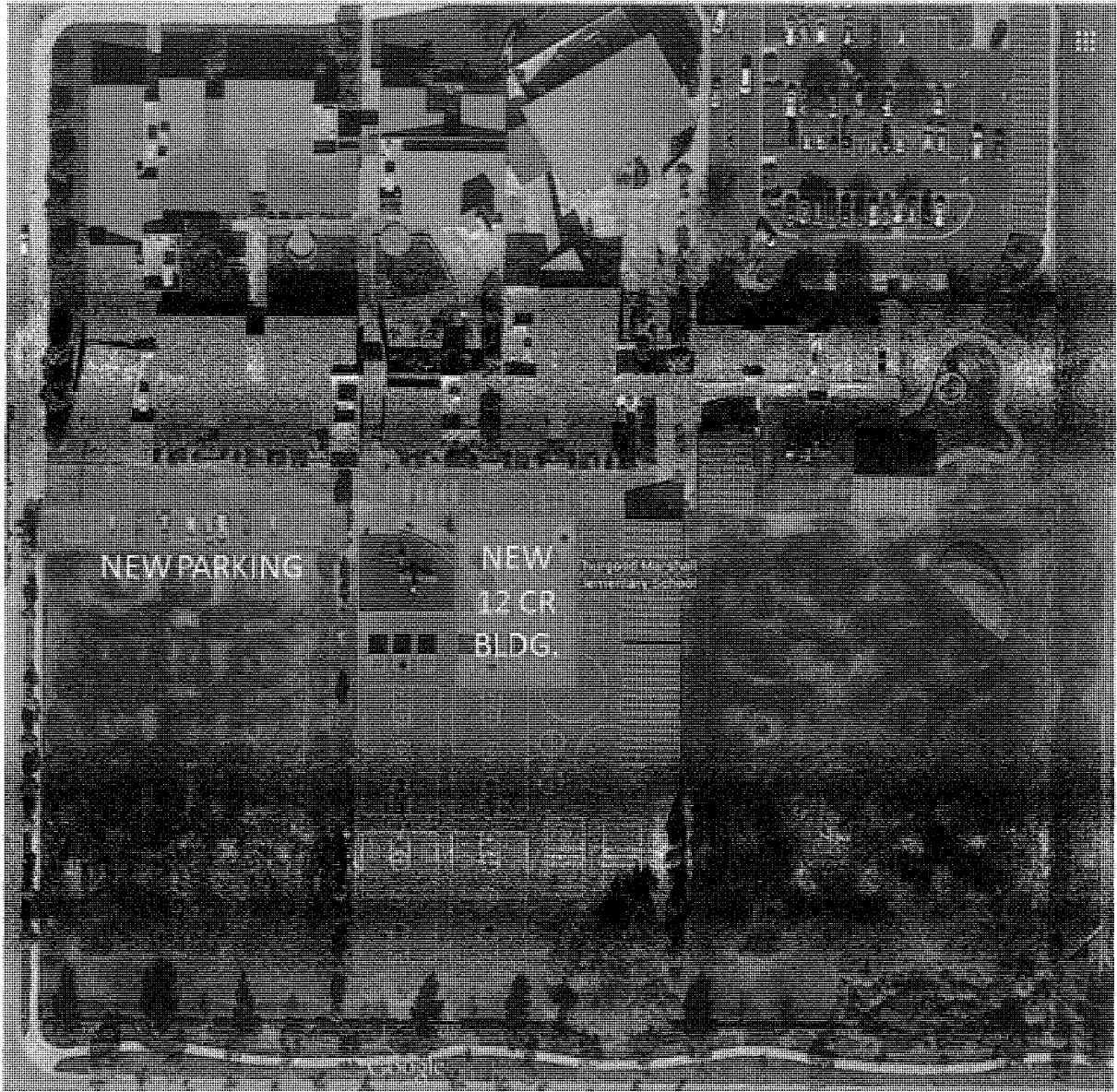
The new classroom building will consist of nine (9) general-purpose classrooms ("learning labs") at 960 square feet each, two (2) science labs at 1,200 square feet each, and one (1) performing arts lab at 1,200 square feet. Additionally, restrooms will be required per code requirements, as well as a 200-square-foot science lab storage room and a 200-square-foot music/arts storage room. Altogether, the new facility will consist of approximately 13,840 square feet of new classroom, restroom, and storage space, including areas for hallways, stairwells, and other circulation facilities as per code requirements. Facility plans may be sourced by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within this document.

	Proposed		
	Sq. Ft.	Units	Total Sq. Ft.
<b>Teaching Spaces</b>			
Learning Lab	960	9	8,640
Science Lab	1,200	2	2,400
Science Storage	200	1	200
Performing Arts Lab	1,200	1	1,200
Performing Arts Storage	200	1	200
<b>Support Space</b>			
Restrooms/Elevator/Circulation	1,200	1	1,200
<b>Total Building Sq. Ft.</b>			<b>13,840</b>

To minimize intrusion on the existing campus recreation space, the new classroom building will be two stories, with a floor area of approximately 7,000 square feet per level, and located on a portion of the hard court area that currently exists immediately to the south of the administration building. As shown below, the new facility is envisioned as a rectangular structure with its long axis of approximately 100 feet oriented north to south and placed adjacent to the administration building. Additionally, the project design requires parking to be expanded to accommodate approximately 20 spaces, and has been conceptually indicated as an expansion of an existing access lane on the west side of the site. However, the District seeks the most advantageous layout and location for the new building and parking and will consider alternate layouts in design proposals, provided that they meet project requirements, minimize disruption to circulation or the use of the hard courts and playfields, avoid the costly replacement of play areas or solar shade structures, and are mindful of access requirements and adjacent facilities.



*Location and Orientation of Marshall New Classroom Building and Parking*



METHOD OF DELIVERY

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

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## DESIGN CONSIDERATIONS & PROJECT VISION

The Marshall Elementary K-5 academic strand program on the visual and performing arts provides students with hands-on application of core subject matter, exposure to experts, and experience working with digital media platforms. All classrooms and labs in the new Marshall facility must be designed and built to accommodate this program at the middle school grade levels and enable 21<sup>st</sup> century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

**Attachment A** describes the proposed classroom vision, including specifications and design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the 12 classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

### II. Master Budget and Schedule

The preceding narrative description of the Project is articulated below as to budget and schedule. Any of these components may be modified pursuant to direction from the District or the District’s program manager.

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#### SUMMARY BUDGET:

The “all-in” budget for the Project has been estimated at **\$8,097,558** in current dollars. The “all-in” budget combines hard construction costs with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total cost estimated to fully implement the project.

**Design and Construct Middle School 12 Classroom Addition at Marshall Elementary School**

<b>Project</b>	<b>Amount</b>	<b>Unit</b>	<b>Budget</b>
<b>Design and Construct New Classroom Facility</b>			
9 Learning Labs	8640	sf	\$4,073,143
2 Science Labs	2400	sf	\$1,152,000
1 Science Lab Storage Room	200	sf	\$97,714
1 Performing Arts Lab	1200	sf	\$596,571
1 Performing Arts Lab Storage Room	200	sf	\$97,714
Restrooms/Circulation	1200	sf	\$713,829
21st Century FF&E			\$652,143
Construct Elevator and Stairwell			\$428,571
Offsite and Utility Upgrades including: New Electrical, Fire Line, Gas, Other Utility Upgrades	13840	sf	\$94,517
<i>Subtotal:</i>	13840	sf	\$7,906,203
<b>Required Sitework</b>			
Sidewalks/Path of Travel Improvements	4152	sf	\$88,971
Add 20 Parking Spaces (Utilize Fire Access Road on west side of campus)	3240	sf	\$102,384
<i>Subtotal:</i>	7392	sf	\$191,355
<b>Estimated Total</b>			<b>\$8,097,558</b>

**SUMMARY SCHEDULE:**

At this time, we anticipate the Project's design phase would commence in August 2015 with final plans ready for submittal to DSA in early January 2016. The DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016.

<b>Activity</b>	<b>Start</b>	<b>Finish</b>	<b>Duration</b>
Conceptual/Schematic Design	August 2015	September 2015	4 weeks
Design Development	September 2015	October 2015	5 weeks
Construction Documents	October 2015	December 2015	10 weeks
DSA Review	January 2016	July 2016	24 weeks
DSA Back Check	July 2016	August 2016	2 weeks

### III. Method of Selection

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#### ASSIGNMENT PROCESS:

Each prequalified firm can elect or decline to participate in the assignment process for the Project. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this request for services.

CFW will organize a single mandatory tour of the site that all teams choosing to participate will be asked to attend. All project and submittal related questions will be addressed at the time of the tour. Questions pertaining to the site tour should be directed to Yuri Calderon, Chief Operating Officer, at (510) 596-8170.

Once the proposal deadline has passed, CFW will arrange an interview for each responding firm with the District's Project Review Committee. Firms should make available at the interview no less than two staff assigned to the Project. Interview results will be considered along with the proposed design, estimated fees, estimated cost of construction, quality of staff, level of understanding of the Project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product.

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#### SCHEDULE

The following is a proposed schedule for selection. The District reserves the right to modify this schedule in its sole discretion:

- Participating teams to notify CFW of their intent to provide a proposal: **July 7, 2015**
- Responses due: **July 17, 2015 PDT 12:00pm**
- Review of submittals, evaluations, and interviews completed by **July 24, 2015**
- Proposed Board approval date (subject to change): **August 5, 2015**

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#### SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the firm's conceptual understanding of the project and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components. In addition, the proposal should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

2. Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.
3. Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.
4. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project;
7. Provide a line item conceptual cost estimate for the firm's proposed design concepts. Total costs should be provided as "all-in" project costs that integrate hard and soft costs. The estimate should include:
  - a. Your understanding of project details by component, unit, and unit cost in a table format;
  - b. Adequate notation specifying significant assumptions of the cost estimate;
  - c. A separate line item identifying the cost for FF&E;
  - d. Values in current dollars only—do not escalate your estimates; and
  - e. Written narrative, only if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in tabular format exportable to Microsoft Excel.

Limit response to no more than ten (10) double-sided 8 ½ x 11 pages, and ten (10) 11x17 drawings to illustrate the conceptual proposals for the project. This page limit is inclusive of all materials required, including cover letter, and any additional items desired by respondents, such as a table of contents or index, divider tabs, etc., with the exception of front or back cover pages and the requested cost estimates as outlined in item #7 above. Submit response document in **.pdf format** and cost estimate in **.xls format** via email to Yuri Calderon, at [ycalderon@cfwinc.com](mailto:ycalderon@cfwinc.com) by no later than **12:00 noon PDT, Friday July 17, 2015**. Upon interview, you will be asked to supply an additional five printed copies of your response as handouts in addition to any presentation material you may wish to distribute.

## EXHIBIT "B"

### BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

#### A. GENERAL REQUIREMENTS

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

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

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

## **B. ESTIMATES AND COSTS GENERALLY**

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

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

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

### C. PROJECT INITIATION PHASE

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

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

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

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



#### **D. DEVELOPMENT OF ARCHITECTURAL PROGRAM**

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

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

buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

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

#### **E. SCHEMATIC DESIGN PHASE**

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

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

(2) Civil:

- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
- (iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

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

(4) Specifications:

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

(5) Estimates:

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

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

- (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

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

reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

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

(7) Presentation:

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

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

## **F. DESIGN DEVELOPMENT PHASE**

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

(1) Architectural:

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

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

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

motor control centers, panels, transformers and emergency generators, if required.

- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

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

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

(8) Estimate:

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

(9) Meetings:

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

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

(10) Presentation:

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

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

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

**G. CONSTRUCTION DOCUMENTS PHASE**

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

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



- (ii) Structural:
  - (a) Structural floor plans and sections with detailing well advanced.
  - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - (c) Completed cover sheet with general notes, symbols and legends.
  
- (iii) Mechanical:
  - (a) Mechanical calculations virtually completed with all piping and ductwork sized.
  - (b) Large scale mechanical details should be started.
  - (c) Mechanical schedule for equipment substantially developed.
  
- (iv) Electrical:
  - (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
  - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
  - (c) All electrical equipment schedules should be started.
  - (d) Special system components should be approximately located on plans.
  - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
  
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.
  
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.
  
- (vii) Estimate:

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

(viii) Specifications:

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

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

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

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

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

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

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.

- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
    - (i) All equipment catalog cuts.
  - (ii) Structural:  
  
Completed structural floor plans and sections with detailing well advanced.
  - (iii) Mechanical:
    - (a) Mechanical load calculations complete and all piping and ductwork sized.
    - (b) Large scale mechanical details should be substantially complete.
    - (c) Mechanical schedule for equipment substantially complete.
  - (iv) Electrical:
    - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
    - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
    - (c) All electrical equipment schedules should be virtually complete.
    - (d) Special system components should be located on plans.
  - (v) Civil:  
  
All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.
  - (vi) Landscape:  
  
All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.
- (4) Construction Documents - Substantial Completion Stage:
  - (i) Architectural:

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

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

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

(vii) Specifications:

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

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

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

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

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

(5) Construction Documents Final DSA Approval Stage:

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

- (c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
- (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.

(7) Construction Documents:

- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
- (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
- (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.

(8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

## **H. BIDDING PHASE**

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

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

## **I. CONSTRUCTION PHASE**

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

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

original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

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

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

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

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

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a



condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

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

#### **J. PROJECT CLOSE-OUT PHASE**

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

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

#### **K. MATTERS NOT WITHIN SCOPE OF SERVICES**

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

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

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

**EXHIBIT "C"**  
**DELIVERABLES**

**(1) Schematic Design Phase**

Deliverables and No. of Copies:

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

**(2) Design Development Phase**

Deliverables and No. of Copies:

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

**(3) Construction Documents Phase**

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies  
  
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies  
  
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2  
  
(Submit with DSA Submittal)
- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies  
  
four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

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

**EXHIBIT "D"**

**INVOICE APPROVAL FORM**

DATE:

**Project: Marshall 12 Classroom Building**

**Architect of Record: CSDA Design Group ("CSDA")**

---

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

By signing below, a representative of CSDA, 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.

---

CSDA Design Group

Date

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

---

Caldwell Flores Winters, Inc.

Date

---

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

Date

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)  
 Program Manager for Oxnard School District  
 1901 Victoria Ave, Suite 106  
 Oxnard, CA 93035  
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: **PROJECT 5 - Elm Reconstruction**  
 PROJECT #:  
 PROJECT TYPE: **NEW CONSTRUCTION/EXISTING SITE**  
 DATE: Date of Invoice  
 INVOICE #: Invoice #  
 PERIOD COVERED: Billing Period of Invoice  
 PO #: Purchase Order #

SUBCONTRACTOR: **MVE Institutional, Inc.**  
 PREPARED BY: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_  
 FAX #: \_\_\_\_\_

STEP 2 STEP 1  
 do not type in this column, it is calculated automatically  
 Step 2: when the fee column is blank, it calculates the percentage column and change auto monthly  
 Step 1: manually enter values from last month's green column into this column  
 do not type in this column, it changes automatically  
 do not type in this column, it is calculated automatically

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	6210	Base Contract - fee	Architectural Services	(FEE AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
2	6210-R	Base Contract - Re-imbursables	Architectural Services	(REIMB AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>		#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

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

Send Invoices & Release for 1045 Views

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

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

### First Billing.

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

### Subsequent Billings

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

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

## EXHIBIT "E"

### FINGERPRINTING REQUIREMENTS

#### SECTION 00510

#### BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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


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

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



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

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

Name: Jeffery M. Fuller 

Title: President

AND/OR

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

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

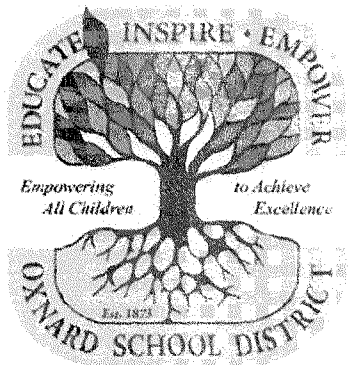
Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_



July 2015

OXNARD  
SCHOOL  
DISTRICT

**ATTACHMENT A:  
MARSHALL NEW CLASSROOM BUILDING:  
VISION & SPECIFICATIONS**

CFW

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## ATTACHMENT A:

### MARSHALL NEW CLASSROOM BUILDING

# VISION & SPECIFICATIONS

## SUMMARY

The Oxnard School District has adopted a Facilities Implementation Program to transform the functionality of school facilities and improve academic achievement. As a key part of its reconfiguration efforts, the District has decided to expand Marshall Elementary from a K-5 school with an academic strand focus on visual and performing arts into a K-8 Visual and Performing Arts Academy.

To achieve this, the District will construct a new 12-classroom wing that consists of the following:

- **Nine (9) learning labs** (i.e., general purpose classrooms) at 960 square feet each
- **Two (2) science labs** at 1,120 square feet each
- **One (1) performing arts lab** at 1,120 square feet

In addition to the 12 classrooms specified above, the new facility will require restrooms (1,000 sq. ft. in total), one 200-sq. ft. storage room to be shared by the science labs, and one 200-sq. ft. storage room attached to the performing arts lab.

As Marshall Elementary already hosts an academic strand focus in the visual and performing arts for K-5 students in its existing facilities, the new classroom wing will serve the needs of middle school students. At State loading standards of 27 students per room (Grades 6 through 8), up to 324

students will be able to be accommodated in the new 12-classroom wing. Alternately, by the District loading standard of 36 students per room, 432 students in Grades 6 to 8 will be accommodated in the 12 classrooms.

The vision and specifications for each type of room have been developed with the input of District staff as well as teachers, former school administrators and professional facilities consultants. Collectively, the criteria specified are provided to supplement approved Educational Specifications and provide a framework for room design appropriate for 21<sup>st</sup> century classroom instruction.

As such, a thorough understanding of the functions performed in these rooms is critical so that the form can adequately follow. Much of the functionality in the new classroom wing will be achieved through innovative choices on furniture, fixtures, and equipment. As the essence of the project, these elements will enable instructors to transform their teaching pedagogy. When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

# LEARNING LABS: VISION & SPECIFICATIONS

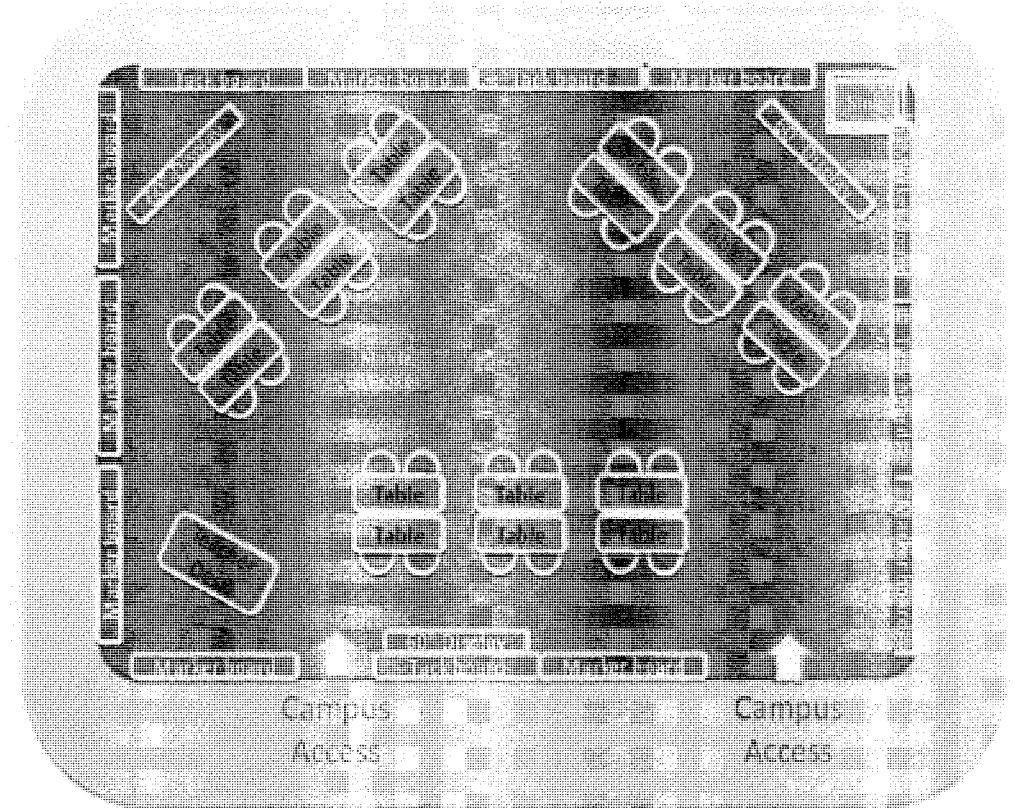
## OVERVIEW

Nine (9) “learning labs” in the new classroom wing will be built for classes in core subjects, such as English language arts, math, and social studies, as well as classes relating to the school’s academic strand focus of visual and performing arts that do not require the specialized interior or equipment of a performing arts lab. These learning labs, each 960 sq. ft. in size, may be considered the 21<sup>st</sup> century equivalent to general-purpose classrooms.

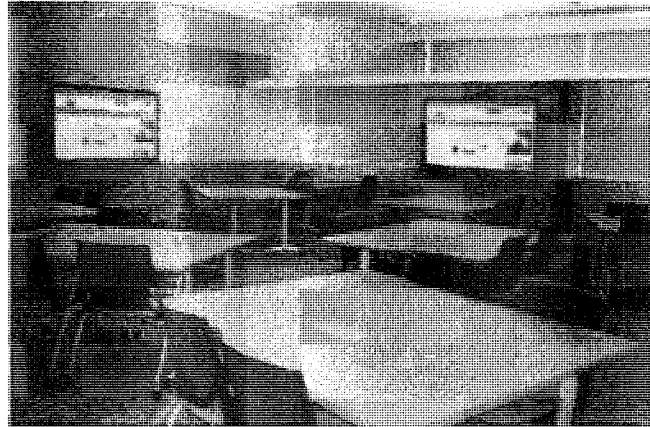
## VISION FOR THE LEARNING LABS

When you enter the Learning Lab in grades 6-8, you see students working in groups of 4 or 5 engaged around a specific content area: math, social studies or language arts. It is noisy with the sounds of students collaborating, interacting and learning. Some students are working at tables with some sitting and others standing at the white board drawing a diagram to explain their solution to their peer group. Other students are using an electronic device to help solve the problem they have been given to solve. This particular class is a math class. The students are working in groups trying to solve a math problem based upon the real life situation that requires a math solution. The teacher walks around the room answering questions related to the problem the groups are trying to solve. At times, the teacher directs students to find the answers on their mobile device. As the teacher interacts with the students, he realizes that two groups of students have forgotten a formula presented to the class the previous day. Understanding of this formula is necessary to help solve the math problem. He commands the attention of both groups and projects the information

needed to clarify the concept on the monitor that is nearest to their group. A third group of students asks the teacher to come and review their solution that they have diagramed on the white board. The solution works so the students take a picture of it with their mobile device and save it to their work file. Another group of students are projecting their work from their devices onto the Wi-Fi monitor near their work group so that all students in the group can interact with the information.



Fifteen minutes before the end of class, the teacher asks all of the students to save their work in the cloud file designed for the student in this class. The students then turn their attention to the teacher in the front of the room. He projects a web site from his mobile device onto the monitors in the classroom and introduces them to the new algorithm they will be learning tomorrow. The students are encouraged to ask questions of the teacher and of their table groups.



The teacher has a desk off to the side or at the back of the classroom. There is one two drawer filing cabinet and a laptop computer for the teacher.

### SPECIFICATIONS OF REQUIRED ELEMENTS

Learning Labs must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees. **All estimates and budgets must include the cost of**

**furniture, fixtures and equipment.**

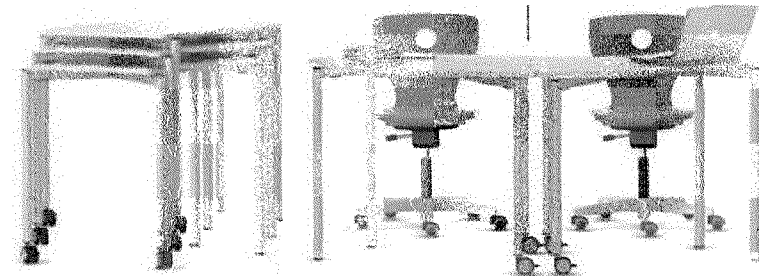
The teacher asks for feedback from each group regarding the work they have completed for the day. Each group sends their response via their mobile device. The graph related to the students' feedback is displayed on the monitor for all to see. The teacher uses this information as a beginning place to begin instruction on the following day. The students leave when the bell rings and go to their next class.

The classroom is designed to foster creativity, investigation and inquiry as well as collaboration. It is designed for maximum flexibility and makes the students feel welcome and comfortable.

In the classroom, there are four multi-use carts to store student work items and learning materials. At least one of the multiuse carts has the capability to recharging the 1:1 devices. There are two movable bookshelves to store student work and learning supplies. There are cabinets, but they are reduced in number compared to a traditional classroom. The need for supplies has been reduced by the use of the mobile devices which store textbooks and other books the students need as well as provide internet access for research. There are hardbound books and other learning manipulates in the classroom but they too are reduced in number.

### FURNITURE AND FIXTURES REQUIRED

**Tables and seating:** Tables are 2 feet by 4 feet and arranged into a configuration of eight "pods," each providing 4 or 5 seats. Tables are stackable and provided at a size appropriate for sixth through eighth grade age students. Both the tables and chairs have casters that can be locked to provide for easy movement and flexibility. Tables and seating accommodate 36 students, per District loading standards.



**Tackboards:** There is a need for some wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical

wall panel may be 8 feet in height by 4 feet in width, and be interspersed with similarly sized wall panels that provide a writable surface (see marker boards).

**Marker board (whiteboard):** Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. They may also be used to limit light instead of blinds to limit light into the Learning Lab as necessary. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.

**Sinks:** Water supply will be required on occasion as a component of art and science activities or clean-up. One sink is required in the classroom area and should be accessible to the height of sixth through eighth grade students.

**Window Coverings:** Walls with windowed surfaces may be covered by marker boards and/or tackboards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

**Platforms, shelves, and cabinetry:** Traditional classroom casework often monopolizes wall space and over-saturates the room with storage functions. A limited supply of casework is required within the classroom for storage of “everyday” use manipulates and supplies. Cabinetry underneath and around the classroom sink is appropriate. Four multiuse carts need to be provided to store books and learning materials with one having the capability to recharge 1:1 devices.

**Lighting:** Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare

on electronic screens. Options to provide energy efficient solutions may be considered.

## EQUIPMENT REQUIRED

**Flat screen display:** Three flat screen displays measuring at least 60 inches diagonally is required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-F accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors.



The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an

approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

**Classroom video/audio source selection switch:** A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the display. The instructor is able to do this from one control or from a handheld device. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device – to be used for alternate devices that generate a video or audio source

**Voice Amplification System:** A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Front Row System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room.

**Student computing devices:** The District's Technology Program will equip students with a mobile device (e.g. mini-tablet) to be used within this high-tech Learning Lab environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.



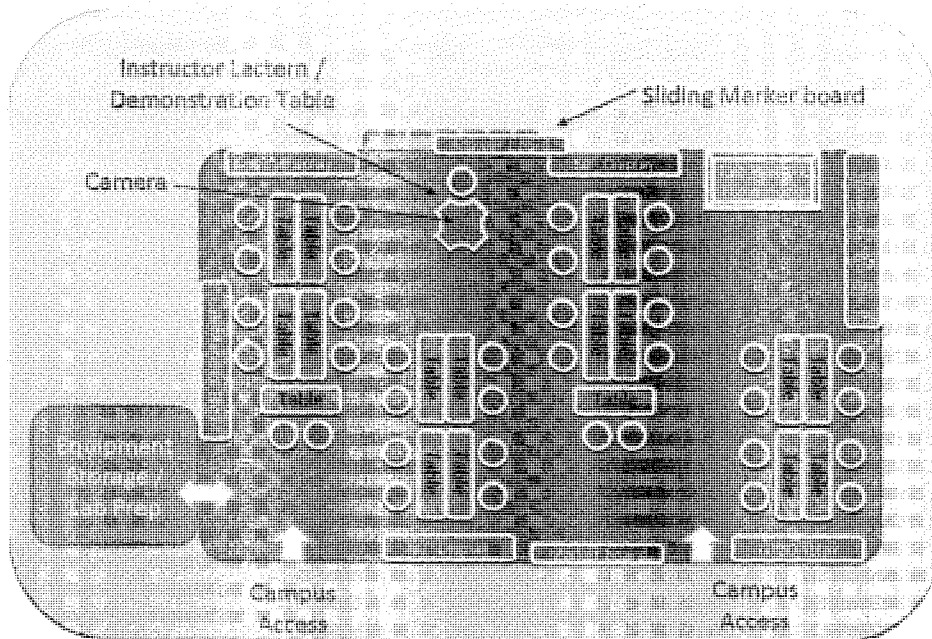
# SCIENCE LABS: VISION & SPECIFICATIONS

## OVERVIEW

The Oxnard School District has adopted a Facilities Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. This document is provided as a supplement to the selection package and conveys the programming requirements and vision for design of science labs for pupils in grades 6-8.

## VISION FOR THE SCIENCE LABS

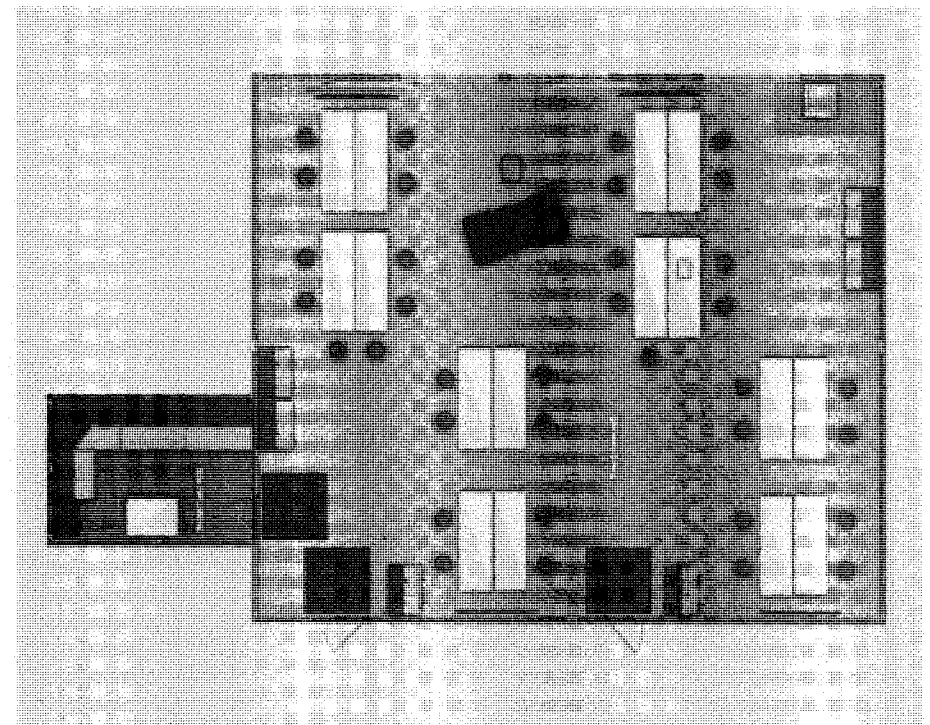
As you enter the science lab, you notice students actively engaged in the learning of science. They have space to observe and investigate, both physically as well as digitally. Students have space in which to record their



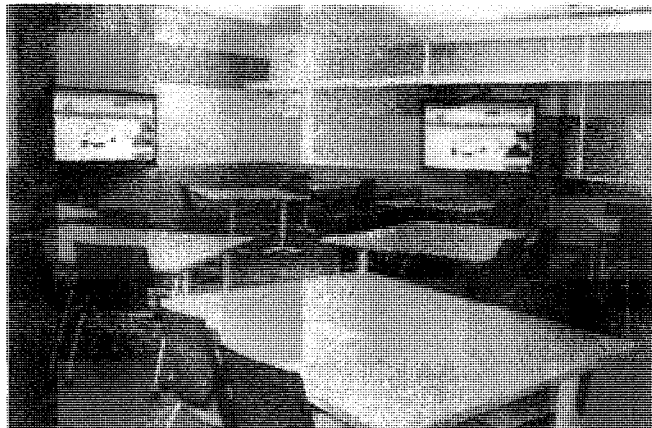
observations and investigations into the wonders of science. Most often, they work in groups of 4 to 6 students. Sometimes, when a lesson is being introduced by the teacher, the students are watching a large flat screen display that is mounted on the wall near their group. The displays all show a live image from the instructor's table, where, for example, the instructor is pointing out the equipment that will be used in an upcoming lab activity.

In this particular lesson, the instructor wants to point out a particular detail on one of the flasks to demonstrate how students will make measurements in the experiment. With a remote control the instructor adjusts the camera to zoom in on this detail. All students are deeply engaged at their nearest monitor.

At other times, all of the groups are working on different science curriculum. Some students in a group will be looking up information on their hand held device; other students will be assembling a lab experiment or a



model. The students will be projecting onto the monitor near their work group information, pictures or videos they have found on the internet to support their research or curriculum they are learning. At other times, they watch as the teacher projects onto the monitor information necessary for the curriculum they are studying.



Storage cabinets have been reduced in quantity as compared to a traditional classroom; there is less need for textbook and curriculum material storage now that much of this material is digitized on student laptops and tablets. There is a storage room for the equipment, supplies and chemicals needed for classroom instruction (e.g. acids, flammables, and corrosives used in chemistry or microscopes and slides used in biology). Some casework is provided for storing items that cannot otherwise be kept in the adjacent lab prep workroom. Marker boards are available on most walls, and where windows occupy greater than 20% of the vertical wall space, a floor-to-ceiling marker board installed on a track may be “rolled” in front of the window to provide additional instructional space as well as temporary obstruction of natural light when digital projectors are in use or light sensitive experiments are taking place.



In the neighboring science lab an instructor is wrapping up a demonstration of various microscopic organisms. The instructor places a series of slides under her digital microscope and students instantly see a reproduction of the image on monitors around the room. Students react with excitement as they view these greatly enlarged images of the rapidly moving organisms.

As the instructor wraps up this demonstration, she activates a switch so that each of the large displays mounted above work tables are now showing an enlarged image that duplicates what is seen on the iPad she is holding. The students watch as the instructor taps her device to enter in a website address, then demonstrates how students can do so themselves to enter feedback. Using this student feedback website, she asks students to answer various questions about the organisms they just observed. As the students use their own tablet, netbook, or smart phone (all can be utilized, as the website is platform-neutral) to wirelessly transmit responses to questions, the instructor displays pie or bar charts on the large displays so that the students can see and comment on the percentage of their peers selecting various options.

#### SPECIFICATIONS OF REQUIRED ELEMENTS

Science labs added or reconfigured as part of the Marshall project must, upon completion, be fully furnished and equipped to realize the above vision. Labs must also conform to the Educational

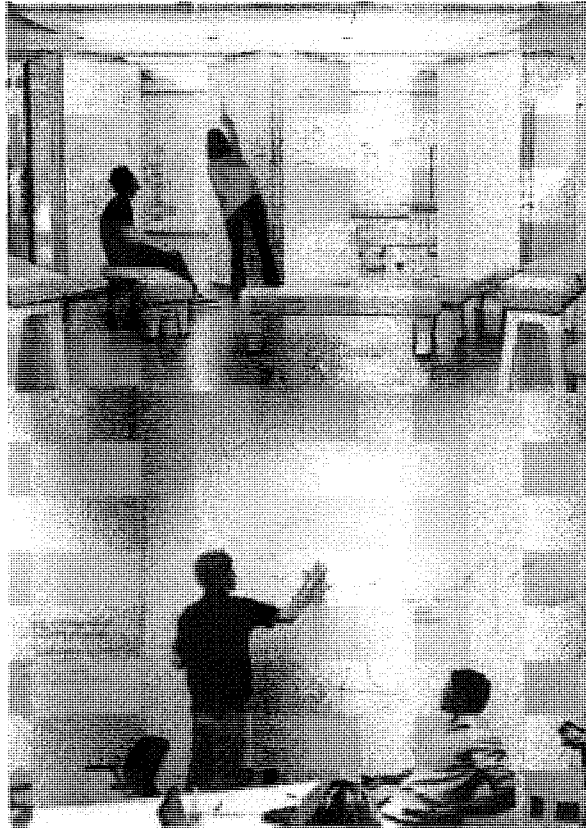
Specifications approved by the Board of Trustees.

#### FURNITURE & FIXTURES REQUIRED:

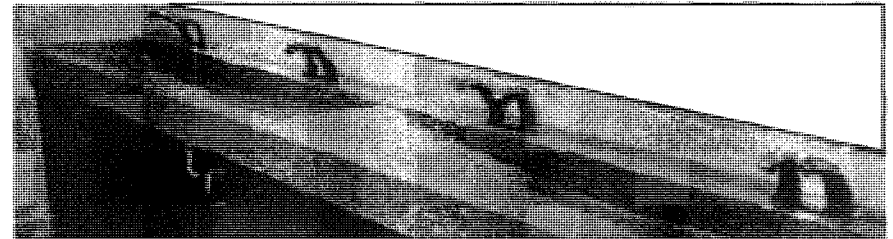
**Tables and seating:** Tables are 2 feet by 6 feet and may be adjusted in height to accommodate either seated or standing students. Height adjustments must be simple to activate (e.g. using a lever that adjusts pneumatic table legs or turning a crank wheel) and be feasible without the use of tools or other equipment. Seating is stackable or height-adjustable in a similar fashion to the tables, and is either provided as a chair or lab stool.

Tables and seating accommodate 36 students, per educational specifications. An adjustable height demonstration table, lectern, and instructor chair is also provided. Each is on wheels and can be utilized in the center or any side of the room.

**Marker board (whiteboard):** Multiple writable surfaces must be placed on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for group brainstorming and note-taking. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. Walls with windowed surfaces should include marker boards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.



**Sinks:** Water supply will be required on occasion as a component of lab work, as well as drain access for the disposal of safe liquids during lab cleanup. In order to minimize queuing by students, six sinks are recommended. As the use of sinks is incidental to typical daily use of the science classroom, their placement should be subservient to other classroom elements. This will allow their function to be utilized when necessary, but prevent them from otherwise being “in the way” when other flexible arrangements are desired. The design team should explore water source options that may consolidate multiple faucets into a single long and narrow “trough” arrangement. For example, a long and narrow arrangement along a wall would provide multiple points of access to water and drainage in order to reduce waiting, while limiting the total lineal footage of wall space dedicated to this use. Casework above the sink should be eliminated in favor of a water-resistant backsplash that may be covered by a marker board that utilizes a mounted track to slide into position in this area when needed.



**Platforms, shelves, and cabinetry:** Casework, whether below a counter top or wall mounted as a storage cabinet, obstructs the ability of students or instructors to use wall surfaces for writing. Therefore, any storage area must be minimized and consolidated to allow a maximum amount of unencumbered wall space. An appropriate solution would provide cabinet storage underneath sinks as well as limited open shelving above sinks.

**Lab safety fixtures:** Standard fixtures should be provided (e.g. fume hood, eye wash station) within a design that does not compromise other desired elements.

**Lighting:** Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

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#### EQUIPMENT REQUIRED:

**Flat screen displays:** A minimum of four displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in WiFi equipment or an attached accessory device that provides WiFi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. Displays should be mounted on reliable adjustable arms that provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

**Digital camera:** Cameras shall be provided that allow the instructor to generate a live video feed of their demonstration area so that students can more clearly observe lab activities. One camera should not be mounted in a permanent location (e.g. the ceiling). Instead, the location of this camera should change as the location of the demonstration area changes. Another camera should be provided at a fixed point near the fume hood for use when demonstrating lab activities taking place underneath this area.

**Digital microscope:** A digital microscope should be provided (either hand-held or table-top) to allow for magnification of objects used in science activities. The microscope should feature an interface that plugs in to an input source when needed, but can be otherwise removed and stored when not required.

**Classroom video/audio source selection switch:** A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the displays around the room. This is to be utilized when a single source will be duplicated on all displays in the classroom. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a PowerPoint slideshow or demonstrate an iPad app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device (e.g. connection of a digital microscope as described above, or alternate devices that generate a video or audio source)

**Voice Amplification System:** A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Red Cat System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room. It is acceptable for these speakers to be the same that are built into the flat screen displays, though this is not a requirement. In such a case, audio from voice amplification would need to coexist with any audio produced by the currently selected input source.

**Student computing devices:** The District's Technology Program will equip students with a mobile device (e.g. tablet or laptop) to be used within this high-tech classroom environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

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**SUPPORT SPACE REQUIRED:**

**Lab Storage Area:** Educational Specifications state that a total of 200 square feet of lab storage space is to be provided for every two 1200 square foot science labs. This ratio does NOT require that work room space have shared access from multiple classrooms. Efforts to design the work room space in a manner that compromises a classroom interior design consistent with the above vision are highly discouraged.

A single classroom attached to a 100 square foot lab prep room is an acceptable solution. In such an example, the rectangular space would contain a long wall that provides lockable cabinetry (e.g. for chemical storage) below a counter top as well as open shelving running the length of that wall above the counter top. As much open shelving as possible should be provided. Sufficient open floor space is needed to allow a cart to be rolled into the room, loaded with supplies by the instructor, and then rolled back out into the classroom for student instructional use. To the extent possible given this open space requirement, shelf space should be provided from floor to ceiling on up to two additional walls. A fourth wall shall remain clear to allow for entry and egress by the instructor and rolling carts.

# PERFORMING ARTS LAB: VISION & SPECIFICATIONS

## OVERVIEW

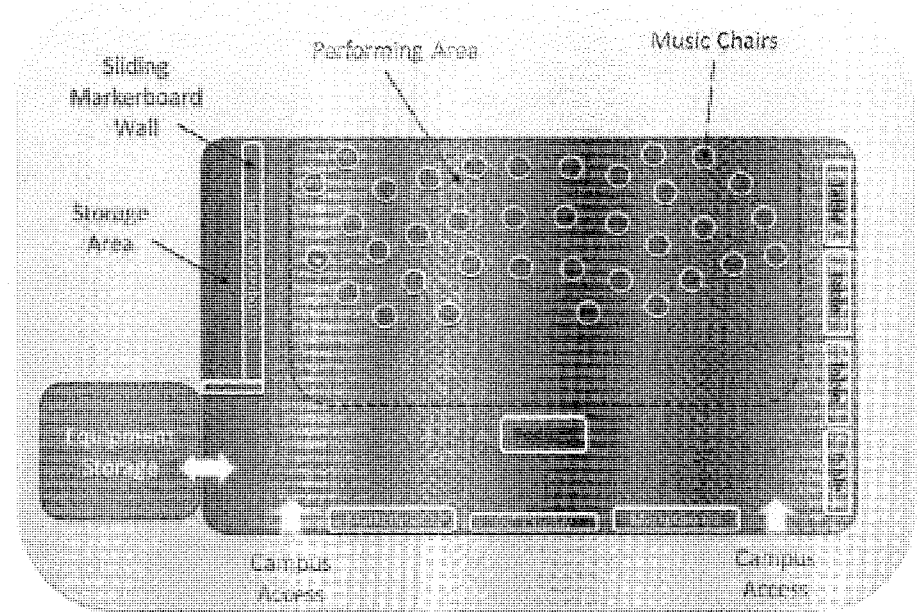
A single performing arts lab will be built in the new classroom wing to house classes from sixth to eighth grades in computer-assisted design and the digital media arts (e.g., illustration, typesetting, graphic design, coding, app design, etc.). The lab will be a key element to Marshall Elementary's conversion into a K-8 school with an academic pathway in the arts.

## VISION FOR THE PERFORMING ARTS LAB

The performing arts lab will be designed specifically for use as a drama room and band/choir room in Grades 6 to 8 as a direct extension of Marshall Elementary's existing K-5 academic strand in the visual and performing arts. The room will have acoustical panels and other features appropriate for instructing students in music and drama. Along one wall, floor-to-ceiling sliding markerboards will be installed, alongside access to a 200-sq. ft. storage room for chairs, music stands, instruments, props, costumes, and other equipment.

The performing arts lab will be designed for arts instruction only—it will not serve as a performance venue and will not require the installation of extensive stage equipment or lighting. However, the room will be equipped with speakers and microphones for the use of musical instruction, and, similar to the other rooms in the new classroom wing, an HDTV monitor will be mounted to the wall. Two or three flip-up tables and mobile storage cabinets will be provided in the room for various uses, along with a teacher's desk. Otherwise, the room will be generally free of other kinds of

furniture to create an open and uncluttered space suitable for the performing arts.



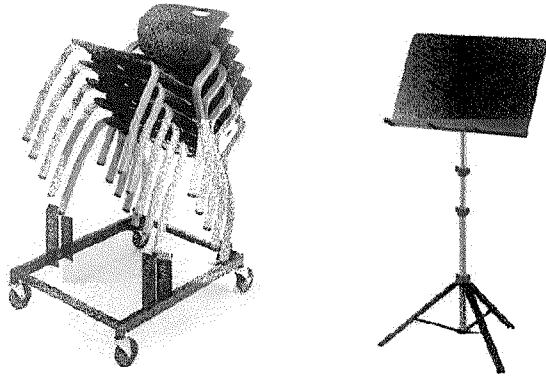
## SPECIFICATIONS OF REQUIRED ELEMENTS

The new classroom wing must be furnished and equipped to realize the vision for the different kinds of learning spaces contained within and conform to the Educational Specifications approved by the Board of Trustees. Specifications are described below to assist firms in developing proposals that are responsive to the needs of the project. Specified elements are required in the room as noted below.

### FURNITURE AND FIXTURES REQUIRED

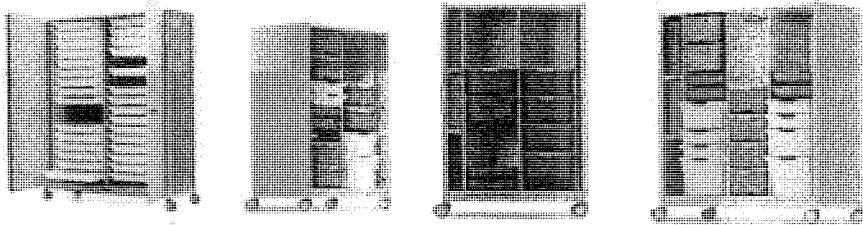
**Music Chairs and Stands:** Thirty-six (36) lightweight, foldable chairs designed for music instruction will be provided in this room, along with 36

music stands. The teacher will be provided with a maneuverable desk and lectern and height-adjustable swivel chair, just as in the digital arts lab.



*Examples of stackable music chairs and stands for illustration purposes only; actual products selected for the project may vary.*

**Storage Carts and Cabinets:** Instead of built-in casework (except where noted in the vision section of this document), all rooms will use mobile storage carts and cabinets to meet any classroom storage needs.



*Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.*

**Markerboards:** Markerboards must be installed on one wall, preferably at floor-to-ceiling height to allow students and teachers greater use of the wall. Design solutions that provide the ability to slide markerboards to the side in order to reveal tackboard panels beneath are highly encouraged.

Walls with window openings may include markerboards that can slide on a track and cover the windows when additional writing surface is needed or the room needs to be darkened.

**Acoustical Panels:** Affixed to the walls or suspended from the ceiling, as appropriate, sound-baffling acoustical panels will be required to reduce reverberation in the room and optimize the quality of voice and musical performances.

**Utility Sink:** A utility sink will be required in the performing arts lab to serve various utility purposes, including the care and maintenance of musical instruments, drama class props, and cleanup of supplies in the maker's room. A single large sink station with a small amount of counter space and built-in storage adjacent to it will be appropriate in each lab.

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## EQUIPMENT REQUIRED

**HDTV Displays:** At least four HDTV displays measuring 60 inches or more diagonally are required to support the vision for the learning environments in the 12-classroom wing. Each HDTV must be Wi-Fi capable and have three or more HDMI (High Definition Multimedia Interface) inputs in order to integrate with the HDMI matrix switcher. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors.



*Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.*

Displays should be mounted on adjustable bracket that provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

**HDMI Matrix Switcher:** A switching mechanism shall be provided that allows the instructor to control the video or audio feeds to each display around the room. This is to be utilized when a single source will be duplicated on all displays in the classroom. For example, sources selectable from the switch may include the instructor's laptop, a DVD player, etc.

**A/V Device Mount:** A mountable solution shall be provided for attaching auxiliary audio-visual devices to the rear of the flat screen display or to a section of nearby wall, in order to reduce reliance on furniture or fixed cabinetry.

**Storage Room:** A storage room for musical instruments, music stands and chairs, props, and other equipment will be required for the performing arts lab. A sink station and adjacent counter space will be required in this room for use by students maintaining their instruments or cleaning up after class.



RESPONSE to  
REQUEST for ARCHITECTURAL SERVICES for  
MARSHALL NEW CLASSROOM BUILDING



**OXNARD SCHOOL DISTRICT**

July 17, 2015

**CSDA** | DESIGN  
GROUP

July 17, 2015

Mr. Yuri Calderon, Chief Operating Officer  
 Caldwell Flores Winters, Inc.  
 ycalderon@cfwinc.com

**RE: Response to Request for Architectural Services for Marshall New Classroom Building**

Dear Mr. Calderon,

We truly believe in Oxnard School District's mission and vision of "Empowering All Children to Achieve Excellence." As an architecture firm that has been dedicated to K-8 planning and design for more than 63 years, CSDA will provide a team with a true commitment to creating exceptional and imaginative learning spaces. We see the Marshall New Classroom Building as a wonderful opportunity to collaborate with the District to design a safe, healthy and supportive 21st century learning environment that will contribute to the ongoing pursuit of excellence for the District.

Our conceptual understanding of the project is that it will include a performing arts lab (and storage), two science labs (and storage), nine learning labs and other support spaces, as well as additional siting requirements and parking. To meet the design needs of the project, our team will focus on the following priorities: cost (adhering to the approved budget), schedule (meeting an aggressive design schedule), aesthetic appearance (tying in the new building's look and feel with the existing fabric of the campus), 21st century design principles, flexibility, and achieving DSA approval in a timely manner.

CSDA has experience with all three design methods as presented in the RFP - custom design, reuse of existing plans and modular structures. Each of these methods has their own benefits, but to best meet the specific needs of this project, our team is proposing a new custom design. With the designated design schedule of 12 months, a custom-built classroom building can meet your program identically, while providing the best solution to meeting the aesthetic appearance criteria set forth in the RFP. In addition, a custom design approach will also allow for the greatest amount of flexibility for future adaptation/reuse, while still adhering to the budget. We feel that other design options would require the District to sacrifice some of the key program elements.

Based on our experience with the lease-leaseback delivery method for other school districts, our recommendation is to move forward with a team approach and bring the contractor on board from the start. In the past we have partnered with many contractors, including Del Amo Construction. We have recently completed four similar classroom building projects (STEM Pods) using the lease-leaseback method with Del Amo for Vaughn Next Century Learning Center, while meeting the client's aesthetic criteria, tight/aggressive schedule and budget.

In regards to design fees, inclusive of all architectural design services to satisfy DSA approval and ongoing services required during the project, we estimate that this project can be completed for a \$482,000 architectural/engineering fee. This is all-inclusive of design services as requested in the RFP. The provided budget is adequate to meet the overall parameters of this project. For more details, please see Section 7 of this proposal and reference the Excel spreadsheet we have provided.

We look forward to the possibility of being selected as your architect for the Marshall New Classroom Building project, and we look forward to having the opportunity to further discuss our design concepts during the interview phase of the selection process. Please feel free to contact me at (310) 301-4775 or at [jfuller@csdadesigngroup.com](mailto:jfuller@csdadesigngroup.com).

Sincerely,  
 CSDA Design Group



Jeffery M. Fuller, AIA, LEED® AP  
 President

## 1. Similar Projects

Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

CSDA has completed several projects similar in size, scope and function to the proposed Marshall New Classroom Building in the last five years. Below is a matrix which summarizes the key characteristics of each:

Date	Project Name	Design Type	Client	Cost	Size
*2018	Olive Vista Middle School New Gymnasium & Multi-Purpose Building	New Custom Design on an Existing Campus	Los Angeles Unified School District	\$18,254,487	28,539 SF
*2017	Victor Valley High School Administration Building	New Custom Design on an Existing Campus	Victor Valley Union High School District	\$15,000,000	32,365 SF
*2017	Hook Jr. High School New Facilities	New Custom Design on an Existing Campus	Victor Valley Union High School District	\$7,000,000	30,357 SF
2015	Global Green Generation Academy STEM Learning Pods (See page 3)	New Custom Design	Vaughn Next Century Learning Center	\$4,032,565	17,500 SF
2015	Pandaland Center STEM Learning Pods (See page 3)	New Custom Design	Vaughn Next Century Learning Center	\$3,696,977	15,500 SF
2015	V.I.S.A. High School STEM Learning Pods (See page 3)	New Custom Design	Vaughn Next Century Learning Center	\$3,374,205	14,000 SF
2015	Vaughn Community Center for STEM Support (See page 3)	New Custom Design	Vaughn Next Century Learning Center	\$2,696,251	9,000 SF
2014	East Palo Alto Academy Campus Expansion (See page 4)	Re-Use of DSA Approved Design	Sequoia Union High School District	\$9,800,000	20,000 SF
2012	Global Green Generation Academy	New Custom Design	Vaughn Next Century Learning Center	\$15,320,785	70,000 SF
2012	ELA Star Hilda L. Solis Learning Academy & Gymnasium	New Custom Design on an Existing Site	Los Angeles Unified School District	\$5,876,203	85,500 SF
2012	Pacoima Enrichment Academy (See page 5)	Modular Structure	Pacoima Charter School	\$3,718,218	17,633 SF
2012	Tyrrell Elementary School	New Custom Design	Hayward Unified School District	\$26,296,000	68,600 SF
2010	San Pedro High School New Gymnasium	New Custom Design on an Existing Campus	Los Angeles Unified School District	\$11,149,662	20,975 SF

\*estimated project completion date

CSDA has recent similar experience in each of the design methods being considered for the Marshall New Classroom Building. A summary of each method is provided on the following pages.

**STEM LEARNING PODS & COMMUNITY CENTER**  
**Vaughn Next Century Learning Center**  
**PACOIMA, CA**



EXAMPLE OF A NEW CUSTOM DESIGN OPTION

**DATES**

Design 7/2013 - 6/2014  
 Construction 7/2014 - 8/2015

**BUILDING SIZE(S)**

Varies 9,000 - 17,500 SF

**STEM LEARNING PODS**

13 Pods @ approx. 3,000 SF each

**MULTI-PURPOSE ROOM**

2,400 SF

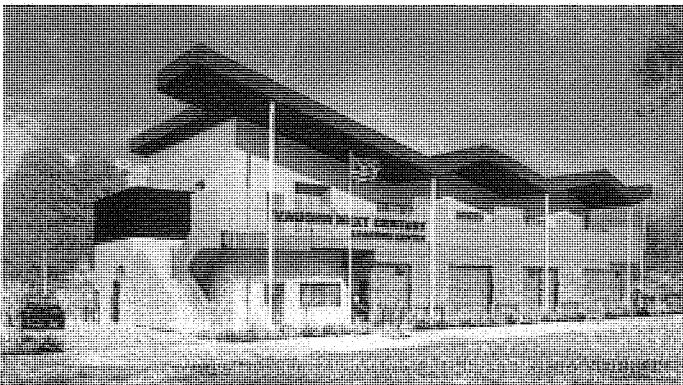
**TOTAL COST**

\$13.8M

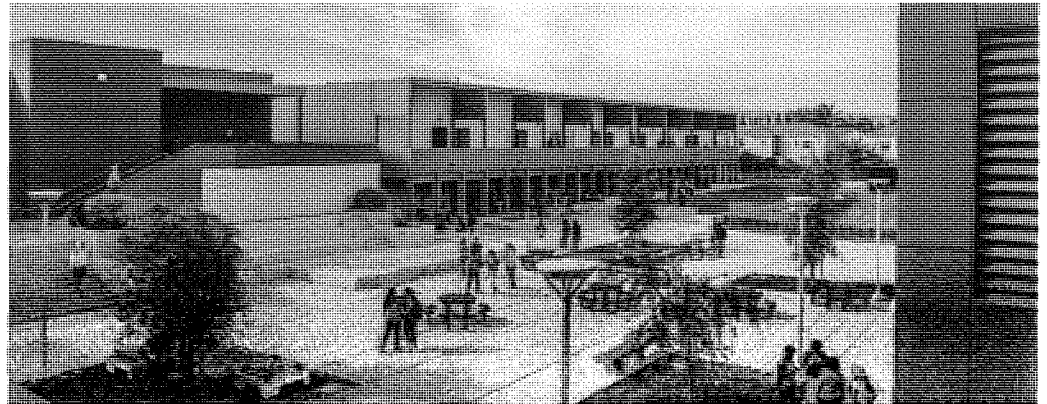
CSDA is providing architectural services for four new STEM Learning Pod buildings on four separate sites (Del Sur St., Filmore St., Daventry Pl., and Eustace St.) with one new multi-purpose room at the existing V.I.S.A. High School. These buildings are a part of the Vaughn Next Century Learning Center charter school campus in Pacoima, California.

All four projects will be based on the pod concept and design of the Global Green Generation Academy (G3). Although the G3 School pod design will be used as a basis for design, the pods will vary in size and shape from site to site, due to the differing physical constraints of the individual sites. Each building varies from approximately 9,000 to 17,500 total SF and although separated, these new buildings will provide a physical connection to the existing campus. Additionally, CSDA's design will provide as much green space, shade and additional parking as each site will allow.

The learning pods are large open spaces that house multiple classrooms or can be utilized as one large group learning space. These larger learning spaces facilitate the STEM (Science, Technology, Engineering, & Math) curriculum taught, by providing as much flexibility as possible and state-of-the-art technology. In an effort to deliver the most energy-efficient buildings possible, CSDA designed these learning pods using California High Performance School (CHPS) guidelines and standards.



**EAST PALO ALTO ACADEMY  
CHARTER HIGH SCHOOL  
CAMPUS EXPANSION**  
Sequoia Union High School  
District  
EAST PALO ALTO, CA



EXAMPLE OF THE RE-USE OF  
EXISTING DSA APPROVED PLANS

**DATES**

Design 8/2013 - 11/2013  
Construction 1/2014 - 8/2014

CSDA provided architectural services for the expansion of a 280-student, Stanford University affiliated, charter high school within the Sequoia Union High School District. The project was delivered from start of design to substantial completion in less than 12 months and was completed on time and on budget.

**BUILDING SIZE**

20,000 SF

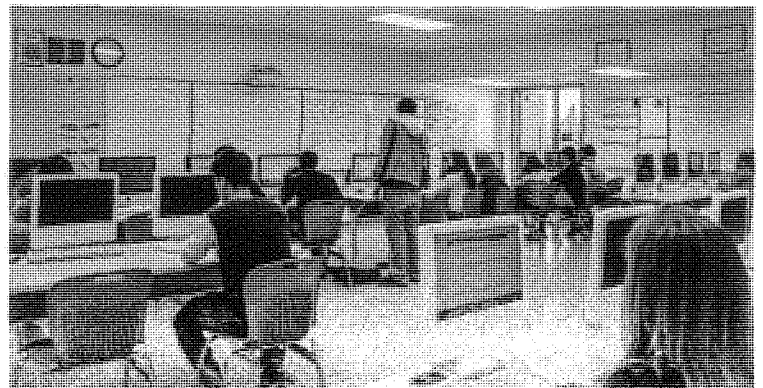
The site features a new 20,000 SF two-story, high-performance modular classroom building that was designed to exceed Title 24 energy savings standards by 40 percent and deliver a 100-year service life for the shell and structure. The building includes nine standard classrooms, a computer lab, a full chemistry lab with fume hoods, and a chemical storage room with an observation window for experiments that might require separation of the students from the reaction/event.

**COST**

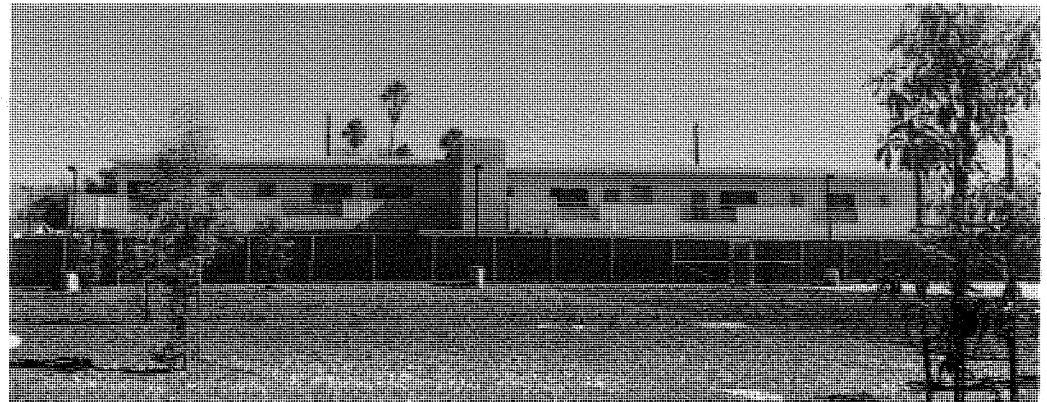
\$9,000,000

Additional renovations to the site include .88 acres of landscape improvements which utilize bio-filtration plants to treat 100 percent of stormwater onsite prior to draining to the bay. Also included were a staff parking lot, new basketball and volleyball courts, and a new courtyard.

The site, which is composed of fill over bay mud, required extensive ground improvements to prevent liquefaction. An incremental approval process with the San Diego Office of DSA allowed the team to expedite both hazardous soil remediation and ground densification operations while the balance of work was still in the design and approval phases.



**PACOIMA ENRICHMENT  
ACADEMY  
Pacoima Charter School  
PACOIMA, CA**



EXAMPLE OF A MODULAR  
STRUCTURE

**DATES**  
Design 7/2010 - 10/2010  
Construction 1/2011 - 1/2012

In 2012, CSDA completed site work and construction administration of a new 17,633 SF two-story modular kindergarten building for Pacoima Charter School in Pacoima, CA. The first floor consists of four classrooms, restrooms, an administration suite with nursing station and offices, as well as a lunchroom with food preparation area. The second floor consists of six classrooms, restrooms, a teacher resource room, and storage area.

**BUILDING SIZE**  
17,633 SF

**COST**  
\$3,750,000

Our scope of work included design coordination between the site and building, and coordination with the school administration and City of San Fernando regarding logistics and placement of a new fire lane and pick-up/drop-off area. Since the new school would be located adjacent to the Global Green Generation Academy (G3), which was also designed by CSDA, we determined that the best option for the fire lane would be a joint-use area located on the G3 site. The new fire lane allowed for a safe area for student pick-up/drop-off as well as a connection point between G3 and the Pacoima Enrichment Academy.

Other specific design considerations were a custom-designed, covered lunch shelter as well as coordination and site work for the playground shade structures.



## 2. Design Concepts

Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.

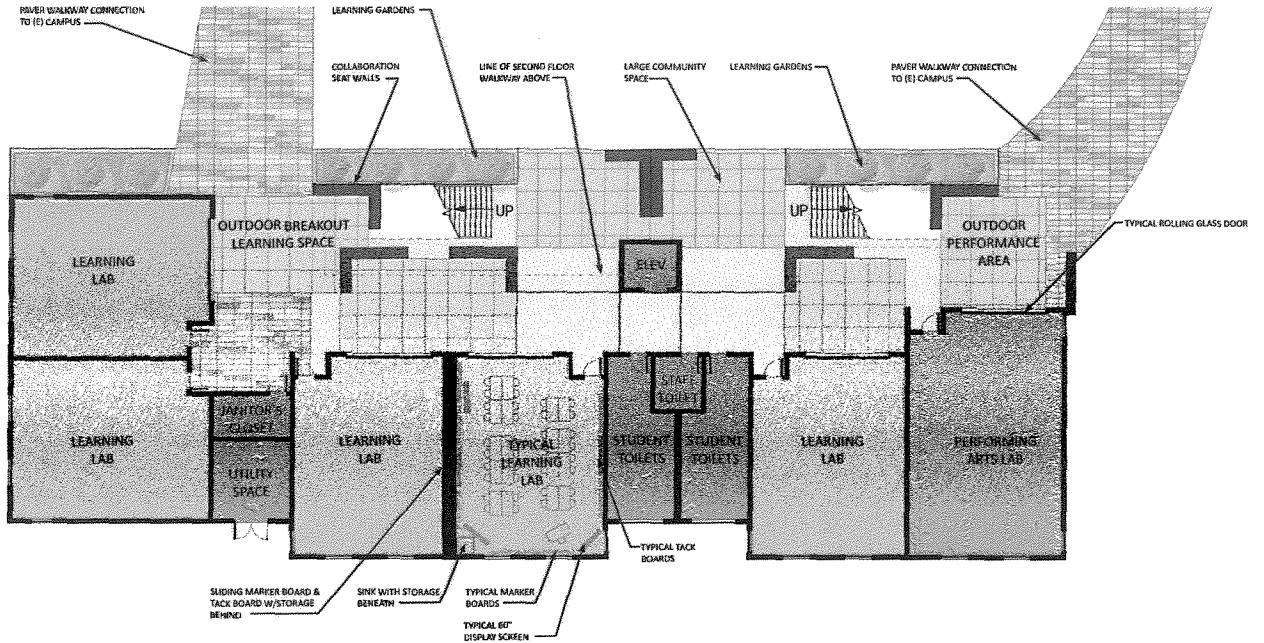
Below is a matrix created to show the benefits of each design delivery option. Each characteristic was ranked on a scale of 1-10 as it relates to the following project types: new custom designed plans, re-use of existing DSA approved design, and modular structures. Based on the results of our evaluation, CSDA recommends that the Marshall New Classroom Building be a new custom designed building. The results of CSDA’s evaluation are shown below.

	New Custom Designed Plans	Re-Use of Existing DSA Approved Design	Modular Structures
Overall Cost of Design	7	7	9
Overall Cost of Construction	8	8	6
Design Schedule	7	8	9
Construction Schedule	7	7	9
Campus Aesthetic Compatibility	10	7	4
Program Flexibility	10	8	5
21st Century Learning Components	10	8	6
Building Site Adaptation	10	7	5
DSA Approval Time	5	7	9
Overall Customization	10	7	5
<b>Total Score</b>	<b>84</b>	<b>74</b>	<b>67</b>

**Note: Scoring is based on a scale of 1-10 with 1 being the least desirable and 10 being the most favorable.**

### Design Concept

On the following page, we have included samples of our proposed design concept (1st Floor Plan and rendering) for the Marshall New Classroom Building. A full set of CSDA’s proposed concept documents can be found in Appendix A at the end of this proposal package. After reviewing the site restrictions and opportunities, we propose to locate the building in the grass field area along Thurgood Marshall Drive as opposed to placing it at the location shown in the RFP. We propose this location due to conflicts with the existing fire lane, but also to take advantage of increased safety for the students during construction. Moving the construction zone activity away from student occupied areas will also allow for the minimization of construction phasing. The building design takes advantage of Oxnard’s temperate climate by providing natural daylighting and ventilation to the classrooms by way of rolling glass doors that open to an exterior walkway. This design also provides exterior break-out learning spaces and a strong connection to the existing campus via courtyards and walkways. The walkways serve as a “pedestrian link” to the existing campus and are highlighted by colored pavement and accented entryways. Our design also proposes moving the required new parking spaces to the existing main parking lot. We propose reconfiguring the existing parking lot and adjacent areas to accommodate the required 20 new parking spaces, which will maintain vehicular traffic within one designated area and away from the campus proper.



FLOOR PLAN - 1ST FLOOR

**MARSHALL NEW CLASSROOM BUILDING**

OXNARD SCHOOL DISTRICT



CSDA | DESIGN GROUP



ARCHITECTURAL RENDERING 1

**MARSHALL NEW CLASSROOM BUILDING**

OXNARD SCHOOL DISTRICT



CSDA | DESIGN GROUP



### 3. Recommendations

Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.

After reviewing the RFP documents and design guidelines, our recommendations to improve the functionality and effectiveness of the new classroom building design are as follows:

#### **Building Location**

We believe that the proposed new classroom building location in the RFP is in conflict with the existing fire lane as well as the existing play structure and adjacent shade area. We have proposed a new location in the grass field along Thurgood Marshall Drive, that will better accommodate the program and create a strong connection with the existing fabric of the campus. This alternate building location allows for isolation of construction activity from student occupied areas and provides contractor access to the construction zone. This location allows for uninterrupted use of the play and shade structures throughout the year, while maintaining the integrity of the existing fire lane.

#### **Building Footprint**

CSDA is proposing a rectilinear design (as opposed to the footprint suggested in the RFP) along the east/west axis with an exterior walkway that allows for natural daylighting and ventilation as well as a visual connection to the existing campus. The design utilizes overhead rolling glass doors that provide for flexible teaching opportunities and access to the exterior courtyard.

#### **Parking Location**

We feel that consolidating all the parking into one area is beneficial as it removes vehicle activity from the campus proper. By analyzing the existing surface parking lot along Thurgood Marshall Drive, we will be able to accommodate the required 20 additional parking spaces through the redesign of the existing layout and adjacent areas. This redesign will allow for the opportunity to explore xeriscaping or drought tolerant vegetation.

#### **Vision & Specifications**

After reviewing the Marshall New Classroom Building Vision & Specifications package, we have developed comments and recommendations that we believe will improve the functionality and effectiveness of the new educational spaces.

##### **Acoustics**

Acoustics is a major component in the design of educational spaces. Concerns normally do not appear until the space is constructed and being used daily. Planning for acoustical design and treatments of an open, collaborative learning space is an extremely important part of the initial room layout and space planning. Our in-house acousticians work with the design team to develop acoustical criteria (for sound isolation, room acoustics and background noise) that are appropriate for the project's budget and functional requirements. Acoustical design strategies will be based on these criteria. We will work with our in-house acousticians to assure that spaces are comfortable for learning and provide functional flexibility.

##### **Daylighting**

We will provide daylighting to all educational spaces by designing windows and rolling glass doors that supply learning environments with ample natural light while reinforcing a connection to the exterior. Careful consideration will be given to building orientation, roof overhangs, wing walls, window sun shades (exterior) and glazing films. Proposed rolling glass doors will play an integral role in creating break-out space opportunities, such as providing generous access to small, protected courtyards outside of the classrooms. Room darkening will also be accommodated to allow for room use flexibility through the use of window coverings (interior and black-out curtains).

**Storage**

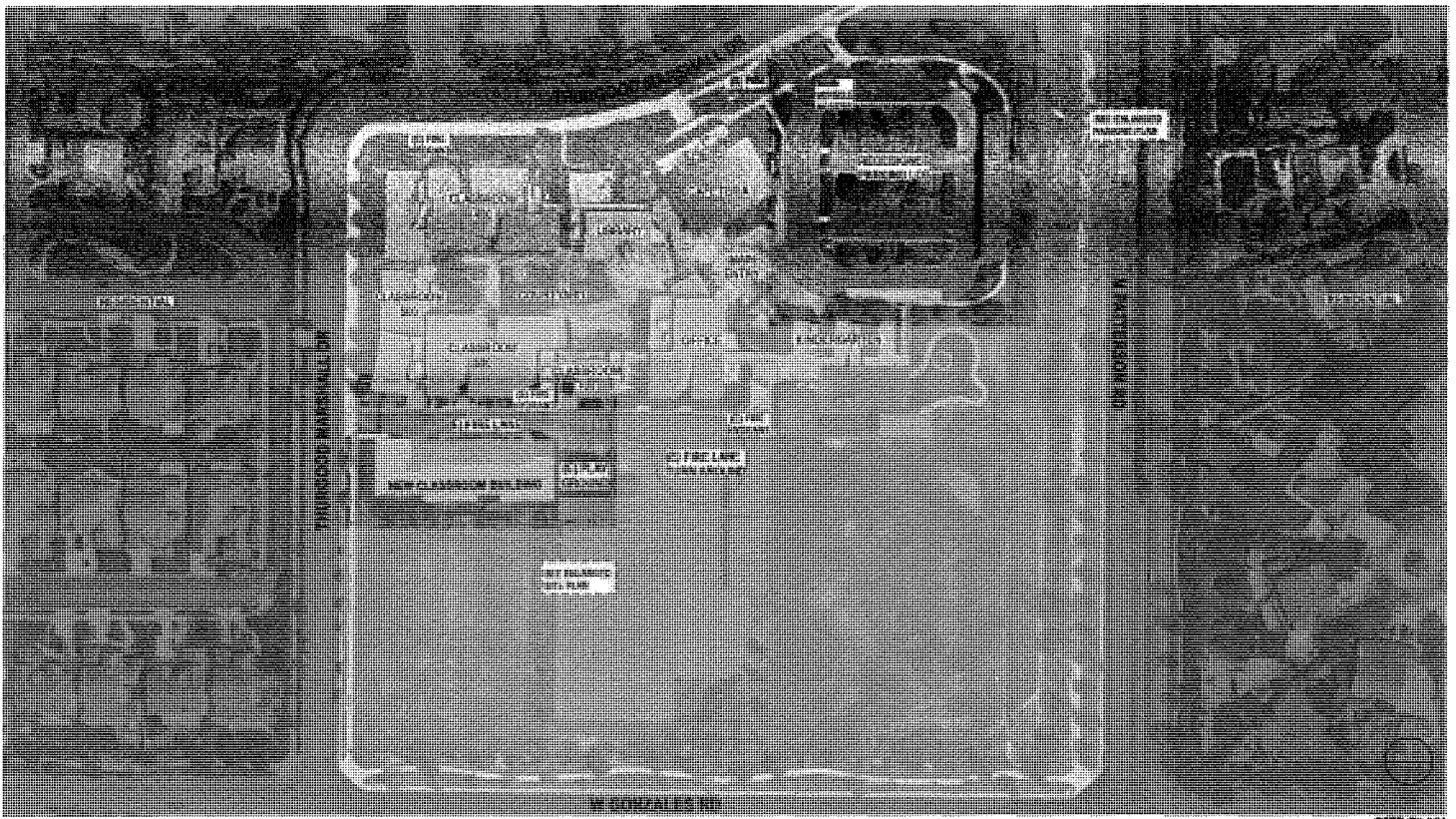
Current learning methodologies are moving towards technology-based learning tools. While the need for storage of textbooks and supplies has diminished, the need for storage within classrooms will always be there. We will work hard to minimize storage, as stated in the District’s Vision & Specifications package. However, we will look to identify opportunities for hidden storage areas such as behind marker and pin-up boards, within flexible furnishings, and under work surfaces.

**Lighting**

Artificial lighting is a centerpiece of all design and requires careful planning and execution. We have found through past experience that a mixture of direct and indirect lighting provides for the most pleasant learning environments (reduction of glare and minimization of eye strain). By including multiple switching arrangements and zoning within each space, flexible learning arrangements and energy savings can be realized.

**Program Development & Verification**

By utilizing the Oxnard School District’s Vision and Specifications as a basis for the design, CSDA and the District can work to develop a thorough and effective program to meet the school’s immediate needs (housing grades 6-8) and long-term needs (providing a K-8 education program on the Marshall campus). We propose a series of stakeholder meetings (facilitated by CSDA) to identify the needs of the current curriculum as well as the incorporation of 21st century learning components.



**MARSHALL NEW CLASSROOM BUILDING**  
OXNARD SCHOOL DISTRICT



## 4. Proposed Timelines

Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.

Listed below are strategies that CSDA recommends to help meet or accelerate the proposed timelines of the project.

### **Early Contractor Involvement**

Bringing the contractor onto the team during the initial design phases will allow for reliable input regarding constructability, quality, durability, budget and schedule. Vetting this input early in the design process can eliminate late-phase design changes, which will save the District time and money.

### **District Buy-In/Sign-Off Concurrent with Design**

Including the District as a key design team partner will allow for the timely approval of design and budget items. Finalizing design decisions and reconciling the budget at the completion of each design phase (Schematic Design, Design Development, and Construction Documents) assures that all the project basics (program, budget, and schedule) are sound and reliable from the beginning of design through the completion of design.

### **Proven Design That Is Easily Constructed**

CSDA has custom designed several two-story classroom buildings, similar to the proposed Marshall New Classroom Building. For your project we would propose similar structural, mechanical, electrical, plumbing, communications, fire protection and building skin systems to those we have already designed. We feel this would allow the design process to move quickly and smoothly, as it would incorporate proven systems and construction techniques.

### **Expedited DSA Approval**

Meeting with DSA early and often has proven to be a most effective way of reducing review and approval time. CSDA would discuss your project with DSA representatives during each of the design phases. During our early meetings (Schematic Design and Design Development) we would ask DSA to commit to a tentative submittal and review schedule. This technique has proven helpful to both CSDA and DSA in scheduling the work.

On certain occasions, CSDA has received approval to have plans reviewed in DSA's San Diego office rather than the projects local DSA office. In some cases this has greatly accelerated review times. As an example, CSDA provided architectural services for a new modular gymnasium project for the East Palo Alto Academy Charter High School. The project was headed for a long delay at the local Oakland DSA office. In order to avoid that delay and accelerate the DSA approval, CSDA's project architect contacted the Oakland DSA office to request that the project be transferred for review by DSA San Diego. They agreed and approved the project in half the time.

### **Project Portal**

In cases where design teams are large, or there is a desire on the part of the District to involve multiple stakeholders, CSDA has found that a project portal on the District website is an excellent way to share information, store data, and solicit input. In these cases, the web portal serves as a communication acceleration tool that reduces lost time for stakeholder interaction.

## 5. Delivery Methods

Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-Leaseback contractor, in comparison with other delivery methods within the firm’s experience.

The lease-leaseback delivery method is reasonably new to the educational facility construction marketplace. CSDA has been actively involved since its inception. Over the last five years, CSDA has completed the design and construction of approximately \$450M worth of educational facilities projects. Various delivery methods and construction dollar amounts are shown below:

Delivery Method	Dollar Amount
Lease-Leaseback	\$300M
Design-Bid-Build	\$100M
Other (Design-Build, Design Assist, Negotiated)	\$35M

In completing lease-leaseback projects, we have experienced the numerous advantages associated with this delivery method, as compared with either design-bid-build and other delivery methods (design-build, design assist, and negotiated). These advantages include:

### Partnering with the Contractor

The lease-leaseback delivery method brings the contractor on board as an important member of the design team early in the design process. This enables the architect to vet design ideas and constructability issues with the contractor during the initial design phases. By doing so, all team members (District, contractor, and architect) are able to share realistic expectations with regards to budget, schedule and quality.

### Budget Flexibility

A lease-leaseback agreement binds the contractor to a fixed budget project cost for a fixed scope of work. If changes are required during construction to maintain the agreed upon cost, these changes are made in partnership with the District and the architect. We have found this process to be one of collaboration as opposed to one of conflict as we have experienced in the design-bid-build delivery model.

### Schedule Acceleration

The lease-leaseback statute allows the contractor to prepare the final bid for the project while the drawings are being reviewed by DSA. In the design-bid-build model, contractors are not allowed to finalize bids until the construction documents have been approved by DSA. This can be a schedule savings of up to two months.

### Shared Vision = Shared Success

CSDA’s experience in design-bid-build has included some excellent contractors that are interested in constructing the best building possible in strict accordance with the construction documents. Unfortunately, for districts, the low-bid environment does not always yield these excellent contractors. Our experience has been that oftentimes, low-bid contractors need to find change-order opportunities to achieve their profit goals.

These low-bid pressures are greatly reduced in the lease-leaseback model by bringing the contractor on board early in design phases, vetting cost, schedule and quality in advance and allowing the contractor and architect to work together in making change/quality decisions.

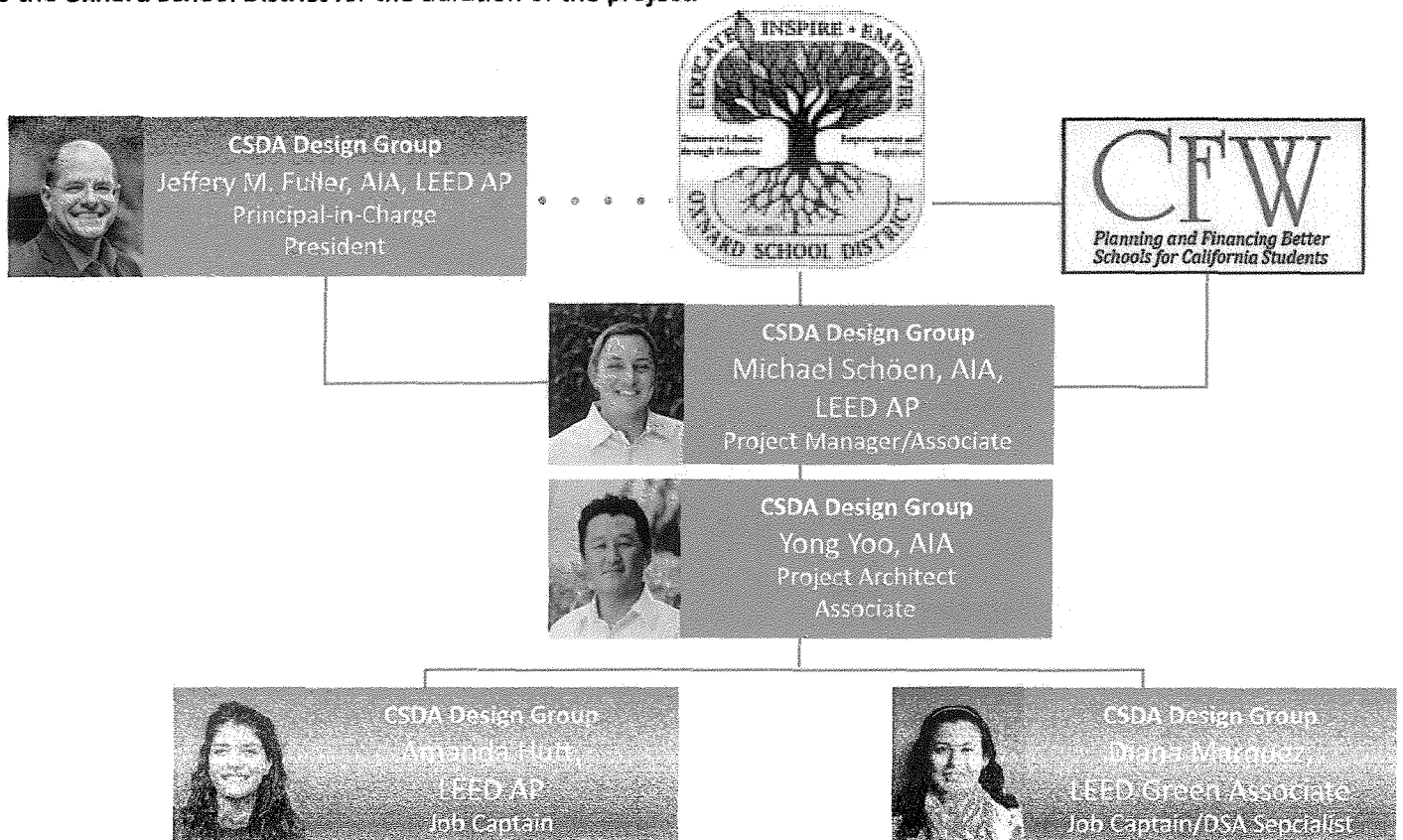


From left: Jeff Fuller, Yong Yoo, and Mike Schöen

## 6. Roles of Key Personnel

Discuss the role of the Firm’s proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project.

Our proposed assigned senior personnel – Jeff Fuller, Mike Schöen, and Yong Yoo – have worked together on 18 Southern California education projects. In addition, Jeff and Mike have completed 34 projects together. Our team will be dedicated to the Oxnard School District for the duration of the project.



**Jeffery M. Fuller, AIA, LEED® AP, Principal-in-Charge**

Born and raised in upstate New York, Jeff received a Bachelor of Architecture (B. Arch Degree) from Syracuse University. Jeff has more than 25 years in the industry. As Principal-in-Charge, Jeff will oversee the District's projects to assure timely completion and overall client satisfaction. Jeff will serve as an active member of CSDA's team. His in-depth knowledge of building code compliance requirements is integral to the successful completion of projects on schedule. Jeff assures clients' satisfaction through frequent communication and by providing the staff needed to complete projects on time and within budget. Jeff is licensed in the State of California.

**Jeff's level of participation: 10%**

**Michael R. Schöen, AIA, LEED® AP, Project Manager**

Born and raised in Orange County, Mike received his Masters of Architecture (M. Arch Degree) from SCI-Arc in Los Angeles and is a fifth generation Californian. Mike has more than 18 years of professional experience in designing new construction and modernization projects for K-12 schools. Mike's certification as a Project Management Professional with the Project Management Institute makes him well suited for management of the Oxnard School District's projects. Mike has designed modernizations and new construction for 48 K-12 schools over the past 10 years. Mike understands the close connection between the quality of an educational environment and a positive educational experience. Mike is licensed in the State of California.

**Mike's level of participation: 50%**

**Yong Yoo, AIA, Project Architect**

Yong received his Bachelor of Architecture (B. Arch Degree) from Cal Poly Pomona and is licensed in the State of California. Yong will manage the project design team and any sub-consultants, lead project staff, and produce deliverables. He has 18 years of education experience relevant to Oxnard School District's projects. Yong's portfolio over the past 10 years alone has been comprised of various project types, including 38 modernization and new construction projects for multiple public school districts. He is a service-oriented professional committed to delivering projects on time and on budget. Yong also has an excellent professional working relationship with DSA.

**Yong's level of participation: 75%**

**Amanda Hutt, LEED® AP, Job Captain**

Amanda received her Bachelor of Architecture (B. Arch Degree) from University of Southern California. With seven years of experience, she has worked closely with school district representatives, consultants, project inspectors, and special interest groups to ensure that everyone involved in a project is integrated early on in the design process. As Job Captain she is able to provide clients with immediate access for answers or interpretations. She has experience in hand rendering for presentations to better illustrate a project's possibilities.

**Amanda's level of participation: 100%**

**Diana Marquez, LEED® Green Associate, Job Captain/DSA Specialist**

Diana received her Bachelor of Arts in Architecture and City and Regional Planning from University of California, Berkeley. She has eight years of experience in architectural design and planning. As your DSA Specialist, Diana will assist with the DSA and Agency coordination. She is capable of gaining project certification and project close out. Her duties have included assisting project architects in all aspects of design and construction for K-12 educational facilities. She has specific experience with retroactive project close-out implementation, wherein she has been successful in investigating elusive documents and tracking down all proper documentation to obtain DSA close-out.

**Diana's level of participation: 90%**

## 7. Cost Estimate

Provide a line item conceptual cost estimate for the firm’s proposed design concepts. Total costs should be provided as “all-in” project costs that integrate hard and soft costs.

Based on the design concept proposed by CSDA, Del Amo Construction (CSDA’s lease-leaseback partner for the construction of STEM Learning Pods & Community Center - See page 3) has prepared a unit and unit cost, cost estimate that outlines our understanding of the project details by component. See pages 15-18 for line item breakdown.

### “All-In” Project Cost Executive Summary

<b>Project Estimated Construction Costs</b>	
Estimated Construction Cost	5,149,310
Contractor Overhead and Profit	334,705
Insurance & Gross Receipts Tax	65,364
Construction Contingency	416,203
<b>Total Estimated Project Construction Costs</b>	<b>\$5,965,583</b>
<b>Project Estimated Soft Costs</b>	
Fixtures, Furnishings and Equipment (FF&E)	\$550,000
FF&E Design Fee*	19,250
Architectural and Engineering Fees*	462,750
Allowance for Additional Soft Costs	1,099,975
<b>Total Estimated Project Soft Costs (including “additional soft cost allowance”)</b>	<b>\$2,131,975</b>
<b>Total Estimated “All-In” Project Cost</b>	<b>\$8,097,558</b>

\*Total all inclusive A/E fee for the project is \$482,000 (FF&E Design Fee of \$19,250 + A/E Fees of \$462,750)

#### Assumptions:

- 1) “Architectural and Engineering Fees” includes architectural, structural, civil, mechanical, electrical and plumbing services
- 2) Budget for “additional soft costs” is an allowance only. It is anticipated that this allowance is adequate to include costs consistent with industry standards in the following areas:
  - Permit fees
  - Testing and inspection fees
  - Geotechnical services
  - Site survey
  - Landscape architect
  - Design contingency
  - Project contingency

Any reduction in the amount of the allowance spent on “additional soft-costs” will result in a dollar for dollar savings of overall project costs.

MARSHALL NEW CLASSROOM BUILDING  
CONCEPTUAL CONSTRUCTION COST ESTIMATE  
JULY 17, 2015



NO.	DESCRIPTION	CONTROL	QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
<b>SITE WORK</b>							
1	1.001 Plans & Engineering	NIC		SF	-	-	\$ -
2	1.060 Permits & Fees	NIC		SF	-	-	-
3	1.400 Testing & Inspection	NIC		SF	-	-	-
4	2.015 Protection - Fence		12,386	SF	0.61	7,555	23,657
5	Barricade		12,386	SF	1.00	12,386	
6	Safety Administrator		12,386	SF	0.30	3,716	
7	Salvage	NIC		SF	-	-	-
8	2.070 Demo Assist		12,386	SF	0.08	991	991
9	2.045 Erosion Control		12,386	SF	0.07	867	867
10	2.199 SWPPP	NIC		SF	-	-	-
11	2011 Management Requirements; QSP 3rd Party	NIC		SF	-	-	-
12	2.050 Demolition - Site		12,386	SF	0.56	6,936	10,652
13	Building	NIC		SF	-	-	-
14	Misc.		12,386	SF	0.30	3,716	
15	2.200 Earthwork - Clear & Grub		12,386	SF	4.50	55,737	73,077
16	Mass Excavation	INCLUDED		SF	-	-	-
17	OXR 5'0"	INCLUDED		SF	-	-	-
18	OXR 3'0"	INCLUDED		SF	-	-	-
19	Import/Export	NIC		SF	-	-	-
20	Backfill	NIC		SF	-	-	-
21	Fill Planters	INCLUDED		SF	-	-	-
22	Spoils Management		12,386	SF	0.50	6,193	
23	Finegrade 1	NIC		SF	-	-	-
24	Finegrade 2		12,386	SF	0.20	2,477	
25	Water		12,386	SF	0.20	2,477	
26	Survey		12,386	SF	0.50	6,193	
27	7.101 Methane Barrier	NIC		SF	-	-	-
28	Vent Piping	NIC		SF	-	-	-
29	Aggregate Bedding	NIC		SF	-	-	-
30	Active System	NIC		SF	-	-	-
31	Alarm System	NIC		SF	-	-	-
32	2.510 A/C Paving		5,750	SF	1.44	8,280	110,580
33	Striping & Signs		5,750	SF	0.40	2,300	
34	ADA Stalls	INCLUDED		SF	-	-	-
35	EV Stalls	NIC		SF	-	-	-
	Parking Lot		1	LS	100,000.00	100,000	
36	2.520 Site Concrete		5,750	SF	7.50	43,125	46,000
37	Sidewalk Patching		5,750	SF	0.50	2,875	
38	Curbwork	INCLUDED		SF	-	-	-
39	Stairs on Grade	INCLUDED		SF	-	-	-
40	Sub Slab for Pavers	NIC		SF	-	-	-
41	Site Pavers	NIC		SF	-	-	-
42	Grass-Crete	NIC		SF	-	-	-
43	Equipment Pad	NIC		SF	-	-	-
44	Structural Site Concrete	INCLUDED		SF	-	-	-
45	Medium Foundations	INCLUDED		SF	-	-	-
46	Gate Track	INCLUDED		SF	-	-	-
47	Bollard Foundations	INCLUDED		SF	-	-	-
48	Seat Walls	INCLUDED		SF	-	-	-
49	PIP Deck	NIC		SF	-	-	-
50	3.355 Rebar	INCLUDED		SF	-	-	-
51	5.800 Expansion Control	NIC		SF	-	-	-
52	2.530 Masonry - Retaining Walls	NIC		SF	-	-	-
53	Planters	NIC		SF	-	-	-
54	Drill & Dowell	NIC		SF	-	-	-
55	Knee Wall	NIC		SF	-	-	-
56	Tie Into (E)	NIC		SF	-	-	-
57	5.520 Railing - Wall	INCLUDED		SF	-	-	-
58	Guard	INCLUDED		SF	-	-	-
59	2.835 Fence - WI	NIC		SF	-	-	-
60	Chain Link	INCLUDED		SF	-	-	-
61	Man Gates	INCLUDED		SF	-	-	-
62	Auto Gates	INCLUDED		SF	-	-	-
63	Gate Operator	NIC		SF	-	-	-
64	Offsite Work	ALLOWANCE		SF	-	-	-
65	9.900 Painting	NIC		SF	-	-	-
66	9.200 Plaster	NIC		SF	-	-	-
67	7.100 Waterproofing - Site Walls	NIC		SF	-	-	-
68	2.900 Landscaping & Irrigation	ALLOWANCE	5,750	SF	3.50	20,125	20,125
69	Topsoil	INCLUDED		SF	-	-	-
70	2.700 Site Utilities - Water		5,750	SF	30.00	172,500	172,500



MARSHALL NEW CLASSROOM BUILDING  
CONCEPTUAL CONSTRUCTION COST ESTIMATE  
JULY 17, 2015



NO.	DESCRIPTION	CONTROL QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
71	Fire	INCLUDED	SF	-	-	-
72	FDC/PIV/BFP/DDC	INCLUDED	SF	-	-	-
73	Hydrants	NIC	SF	-	-	-
74	Hot Tap	NIC	SF	-	-	-
75	Sewer	INCLUDED	SF	-	-	-
76	Storm Drain	INCLUDED	SF	-	-	-
77	Storm Drain Retention & Filtration	INCLUDED	SF	-	-	-
78	Inlets	INCLUDED	SF	-	-	-
79	French Drain	NIC	SF	-	-	-
80	Pipe Roof Drains	INCLUDED	SF	-	-	-
81	Sump Pit/Pump	NIC	SF	-	-	-
82	Gas	NIC	SF	-	-	-
83	Elect Service/Vault	INCLUDED	SF	-	-	-
84	UG of OH Lines	ALLOWANCE	NIC	SF	-	-
85	Site Lighting	INCLUDED	SF	-	-	-
86	Low Level Lighting	NIC	SF	-	-	-
87	EV Stalls	NIC	SF	-	-	-
88	Misc. Connections	INCLUDED	SF	-	-	-
89	2.891 Flag Pole	NIC	SF	-	-	-
90	Installation	NIC	SF	-	-	-
91	1.040 Field Work/Coordination	5,750	SF	0.25	1,438	1,438
				37.13	\$ 459,887	\$ 459,887
<b>BUILDING WORK</b>						
92	2.050 Demolition - Building	NIC	SF	-	-	-
93	Slab Removal	NIC	SF	-	-	-
94	Misc.	NIC	SF	-	-	-
95	3.100 Concrete - Pad Foundations	6,636	SF	30.32	201,204	234,748
96	Continuous Foundations - Med/Large	INCLUDED	SF	-	-	-
97	Lightweight Topping Slab	8,386	SF	4.00	33,544	
98	Curbs	INCLUDED	SF	-	-	-
99	Stairs on Grade	NIC	SF	-	-	-
100	PIP Deck	NIC	SF	-	-	-
101	Floor Prep	INCLUDED	SF	-	-	-
102	Columns	NIC	SF	-	-	-
103	Deck Infill	INCLUDED	SF	-	-	-
104	Elevator Pit	INCLUDED	SF	-	-	-
105	Stair Infill	INCLUDED	SF	-	-	-
106	Grout Steel	INCLUDED	SF	-	-	-
107	Rebar	INCLUDED	SF	-	-	-
108	3.400 Precast Concrete / GFRC	NIC	SF	-	-	-
109	4.100 Masonry	NIC	SF	-	-	-
110	Pilasters	NIC	SF	-	-	-
111	Lintels/Bracing	NIC	SF	-	-	-
112	Layout	NIC	SF	-	-	-
113	4.150 Brick/Stone Veneer	NIC	SF	-	-	-
114	2.830 Fencing - Chain Link	NIC	SF	-	-	-
115	Gates	NIC	SF	-	-	-
116	WI Gates	NIC	SF	-	-	-
117	5.100 Structural Steel	15,022	SF	22.65	340,248	340,248
118	Stairs	INCLUDED	SF	-	-	-
119	Railings - Wall	INCLUDED	SF	-	-	-
120	Guard Rails	INCLUDED	SF	-	-	-
121	Operable Partition Support	NIC	SF	-	-	-
122	Sports Equipment Supports	NIC	SF	-	-	-
123	Misc. Metals	15,022	SF	1.28	19,228	19,228
124	5.300 Metal Deck	NIC	SF	-	-	-
125	Hoist/Clean	NIC	SF	-	-	-
126	Closure Flashings	NIC	SF	-	-	-
127	6.100 Rough Carpentry - Exterior Walls	15,022	SF	35.03	526,221	548,754
128	Interior Walls	INCLUDED	SF	-	-	-
129	Roof/Floor Trusses	INCLUDED	SF	-	-	-
130	Roof Framing	INCLUDED	SF	-	-	-
131	Misc.	15,022	SF	1.50	22,533	
132	6.410 Cabinetry - Lowers	13,272	SF	8.87	117,723	187,723
133	Uppers	INCLUDED	SF	-	-	-
134	Shelving	INCLUDED	SF	-	-	-
135	Tops	INCLUDED	SF	-	-	-
136	Benches	NIC	SF	-	-	-
137	Reception Desk	NIC	SF	-	-	-
138	Prep Rooms	INCLUDED	SF	-	-	-
139	Lab Casework	2	RMS	35,000.00	70,000	

MARSHALL NEW CLASSROOM BUILDING  
CONCEPTUAL CONSTRUCTION COST ESTIMATE  
JULY 17, 2015



NO.	DESCRIPTION	CONTROL	QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
141	7.200 Insulation - Wall		13,272	SF	0.56	7,432	7,432
142	Ceiling/Floor	INCLUDED		SF	-	-	
143	Roof - Rigid	INCLUDED		SF	-	-	
144	7.110 Deck Coating	NIC		SF	-	-	
145	7.600 Sheet Metal		6,636	SF	21.71	144,068	222,818
146	Deck to Wall	INCLUDED		SF	-	-	
147	Roof Specialties	INCLUDED		SF	-	-	
148	Finials	NIC		SF	-	-	
149	Canopy / Awning	NIC		SF	-	-	
150	Standing Seam	NIC		SF	-	-	
151	Metal Soffit Panels		1,750	SF	45.00	78,750	
152	Column Covers	NIC		SF	-	-	
153	Louvers	NIC		SF	-	-	
154	Equipment Pads	NIC		SF	-	-	
155	Skylights / Solatubes	NIC		SF	-	-	
156	Equipment Screen	INCLUDED		SF	-	-	
157	7.300 Roofing - Tile / BUR / Single Ply		6,636	SF	16.12	106,972	106,972
158	Roof - Rigid / Densdeck	INCLUDED		SF	-	-	
159	7.100 Waterproofing - Below Grade		6,636	SF	2.41	15,993	19,993
160	Pits		1	LS	4,000.00	4,000	
161	Concrete Sealer	INCLUDED		SF	-	-	
162	Under Tile	INCLUDED		SF	-	-	
163	7.900 Calking & Sealants		13,272	SF	0.42	5,574	5,574
164	Firestopping		13,272	SF	0.25	3,318	3,318
165	7.250 Fireproofing	NIC		SF	-	-	
166	8.330 OH Shutter Doors	NIC		SF	-	-	
167	10.650 Operable Partition		4	EA	8,500.00	34,000	34,000
168	8.100 Doors / Frames / HW		13,272	SF	3.85	51,097	51,097
169	Installation	INCLUDED		SF	-	-	
170	8.810 Glass - Exterior		13,272	SF	3.26	43,267	43,267
171	Interior	NIC		SF	-	-	
172	Curtain Wall	NIC		SF	-	-	
173	Mirror Wall	NIC		SF	-	-	
174	Solar Film	NIC		SF	-	-	
175	Operable Sliders	NIC		SF	-	-	
176	Glass Railings	NIC		SF	-	-	
177	Rated Wire Glass / HM Frames	NIC		SF	-	-	
178	Door Adder	NIC		SF	-	-	
179	8.110 OH Doors - Glass		10	EA	7,500.00	75,000	75,000
180	8.305 Access Panels		13,272	SF	0.13	1,725	1,725
181	8.300 Won Doors / Fire Film	NIC		SF	-	-	
182	9.100 Drywall - Steel Stud & Drywall Walls		13,272	SF	10.15	134,711	147,983
183	Plaster Underlayment	INCLUDED		SF	-	-	
184	Soffits	INCLUDED		SF	-	-	
185	Deduct 2nd Layer Gyp Ceiling	NIC		SF	-	-	
186	1 Hour / Shaft Work	NIC		SF	-	-	
187	Misc.		13,272	SF	1.00	13,272	
188	9.200 Plaster Walls		13,272	SF	14.82	196,691	196,691
189	Ceiling/Soffit	INCLUDED		SF	-	-	
190	Fiber Cement Panels	NIC		SF	-	-	
191	Foam Shapes	NIC		SF	-	-	
192	9.225 Scrap Bins		13,272	SF	0.98	13,007	13,007
193	9.680 Flooring - Marmoleum Tile		13,272	SF	4.24	56,273	57,773
194	Carpet (\$40/sy Installed - No Spec)	ALLOWANCE		SF	-	-	
195	Grind & Polish	NIC		SF	-	-	
196	Base	INCLUDED		SF	-	-	
197	Rubber Flooring	NIC		SF	-	-	
198	Walk Off Mats	INCLUDED		SF	-	-	
199	Floor Moisture Testing - ASTM D 4263	ALLOWANCE	1	LS	1,500.00	1,500	
200	Floor Moisture Barrier	NIC		SF	-	-	
201	9.550 Wood Flooring	NIC		SF	-	-	
202	Gym Art	NIC		SF	-	-	
203	9.310 Ceramic Tile - Floor		13,272	SF	3.89	51,628	51,628
204	Wall	INCLUDED		SF	-	-	
205	Shower Ceiling	NIC		SF	-	-	
206	9.510 Acoustical Ceiling		13,272	SF	2.50	33,180	33,180
207	9.530 Acoustical Treatment / Tectum		1	LS	25,000.00	25,000	25,000
208	9.540 FRP / Marlite		13,272	SF	0.03	398	398
209	9.900 Painting - Drywall		13,272	SF	5.18	68,749	76,249
210	Ceilings / Soffits	INCLUDED		SF	-	-	
211	Plaster	NIC		SF	-	-	

MARSHALL NEW CLASSROOM BUILDING  
CONCEPTUAL CONSTRUCTION COST ESTIMATE  
JULY 17, 2015

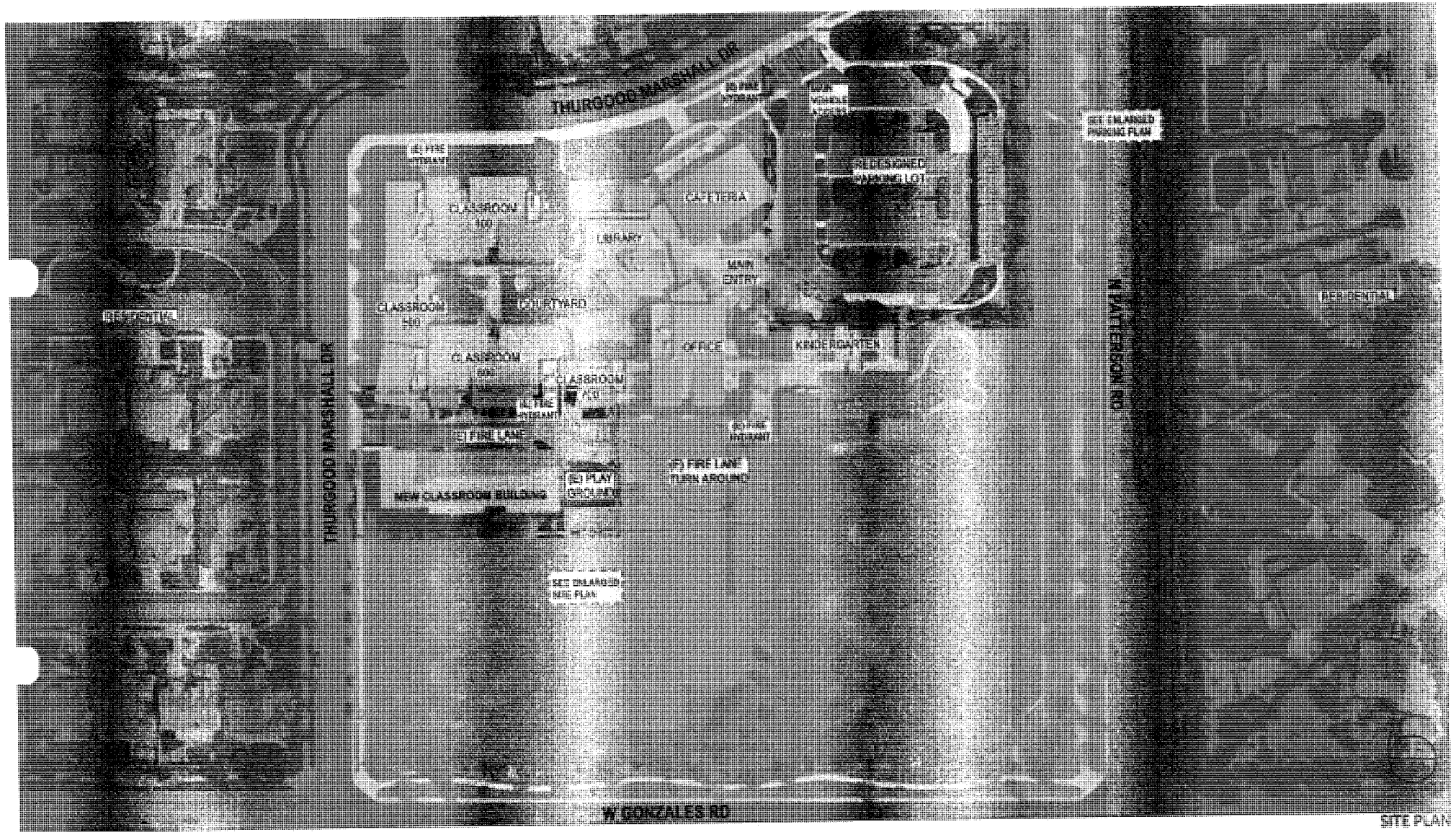


NO.	DESCRIPTION	CONTROL QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL	
213	Doors	INCLUDED	SF	-	-	-	
214	WI & Railings	INCLUDED	SF	-	-	-	
215	Anti-Graffiti	INCLUDED	SF	-	-	-	
216	Wall Coverings	NIC	SF	-	-	-	
217	WallTalkers	NIC	SF	-	-	-	
218	Wall Graphics	NIC	SF	-	-	-	
219	Misc.	1	SF	7,500.00	7,500	-	
220	10.150 Toilet Partitions/Accessories - Large	13,272	SF	1.11	14,732	14,732	
221	Small	NIC	SF	-	-	-	
222	Showers	NIC	SF	-	-	-	
223	11.480 Sports Equipment	NIC	SF	-	-	-	
224	Scoreboard	NIC	SF	-	-	-	
225	Bleachers	NIC	SF	-	-	-	
226	10.100 White Boards	12	RMS	12,000.00	144,000	144,000	
227	Fabric Covered Tack Boards	INCLUDED	SF	-	-	-	
228	Projection Screens	INCLUDED	SF	-	-	-	
229	11.070 Theatrical Equipment	NIC	SF	-	-	-	
230	12.500 Window Treatment	13,272	SF	0.22	2,920	2,920	
231	10.522 Fire Extinguishers	13,272	SF	0.10	1,327	1,327	
232	10.400 Directories / Building Signage	13,272	SF	0.61	8,096	8,096	
233	10.500 Lockers	NIC	SF	-	-	-	
234	14.200 Elevator	2	STOPS	48,000.00	96,000	103,500	
235	Code Requirements/Coordination	1	LS	7,500.00	7,500	-	
236	15.300 Fire Sprinklers	15,022	SF	5.00	75,110	75,110	
237	15.500 HVAC	13,272	SF	32.75	434,658	434,658	
238	Duct Supports	INCLUDED	SF	-	-	-	
239	15.400 Plumbing	15,022	SF	16.70	250,867	250,867	
240	Expansion Tanks & Circulation Pumps	-	SF	-	-	-	
241	Seismic Gas Shut-off	INCLUDED	SF	-	-	-	
242	16.050 Electrical	15,022	SF	34.50	518,259	653,457	
243	Light Fixture Package	INCLUDED	SF	-	-	-	
244	Fire Alarm	15,022	SF	4.00	60,088	-	
245	Area of Refuge Communication System	NIC	SF	-	-	-	
246	Fire Alarm Conduit	INCLUDED	SF	-	-	-	
247	Low Voltage Systems	NIC	SF	-	-	-	
248	Low Voltage Conduit	INCLUDED	SF	-	-	-	
249	AV System	NIC	SF	-	-	-	
250	Clock / Bell System	NIC	SF	-	-	-	
251	TV Studio Wiring Premium	NIC	SF	-	-	-	
252	Computer Server HUB	NIC	SF	-	-	-	
253	Misc. Conduits	15,022	SF	5.00	75,110	-	
254	2.051 Scaffolding	INCLUDED	SF	-	-	-	
255	2.001 General Labor	11.0	MOS	5,500.00	60,500	60,500	
256	2.002 Misc. Rentals	11.0	MOS	1,500.00	16,500	16,500	
257	2.003 Small Tools	11.0	MOS	500.00	5,500	5,500	
258	2.004 Final Clean	15,022	SF	0.40	6,009	6,009	
259	Commissioning	ALLOWANCE	1	MOS	17,500.00	17,500	
260	1.010 General Conditions	11.0	MOS	34,780.00	382,580	382,580	
					\$ 4,689,423	\$ 4,689,423	
SUBTOTAL					\$ 5,149,310	\$ 5,149,310	
Overhead & Profit					6.50%	334,705	334,705
Insurance					1.00%	54,840	54,840
Professional Liability Insurance					0.00%	-	-
Gross Receipts Tax					0.19%	10,524	10,524
Bond					0.00%	-	-
Sub Failure					ALLOWANCE	0.00%	-
Inflation					ALLOWANCE	0.00%	-
Plan Coordination					ALLOWANCE	0.00%	-
Contingency					7.50%	416,203	416,203
CONSTRUCTION TOTAL					\$ 5,965,583	\$ 5,965,583	

## Appendix A

This section contains our proposed design concept package utilizing a new custom design delivery for the Marshall New Classroom Building. The package consists of the following documents:

1. Site Plan (includes existing site and proposed Marshall New Classroom Building)
2. Enlarged Site Plan (shows Marshall New Classroom Building)
3. Parking Plan (shows reconfiguration of existing parking to meet new program parking requirements)
4. 1st Floor Plan (includes typical learning lab configuration)
5. 2nd Floor Plan
6. Exterior Elevations
7. Architectural Rendering 1
8. Architectural Rendering 2



# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

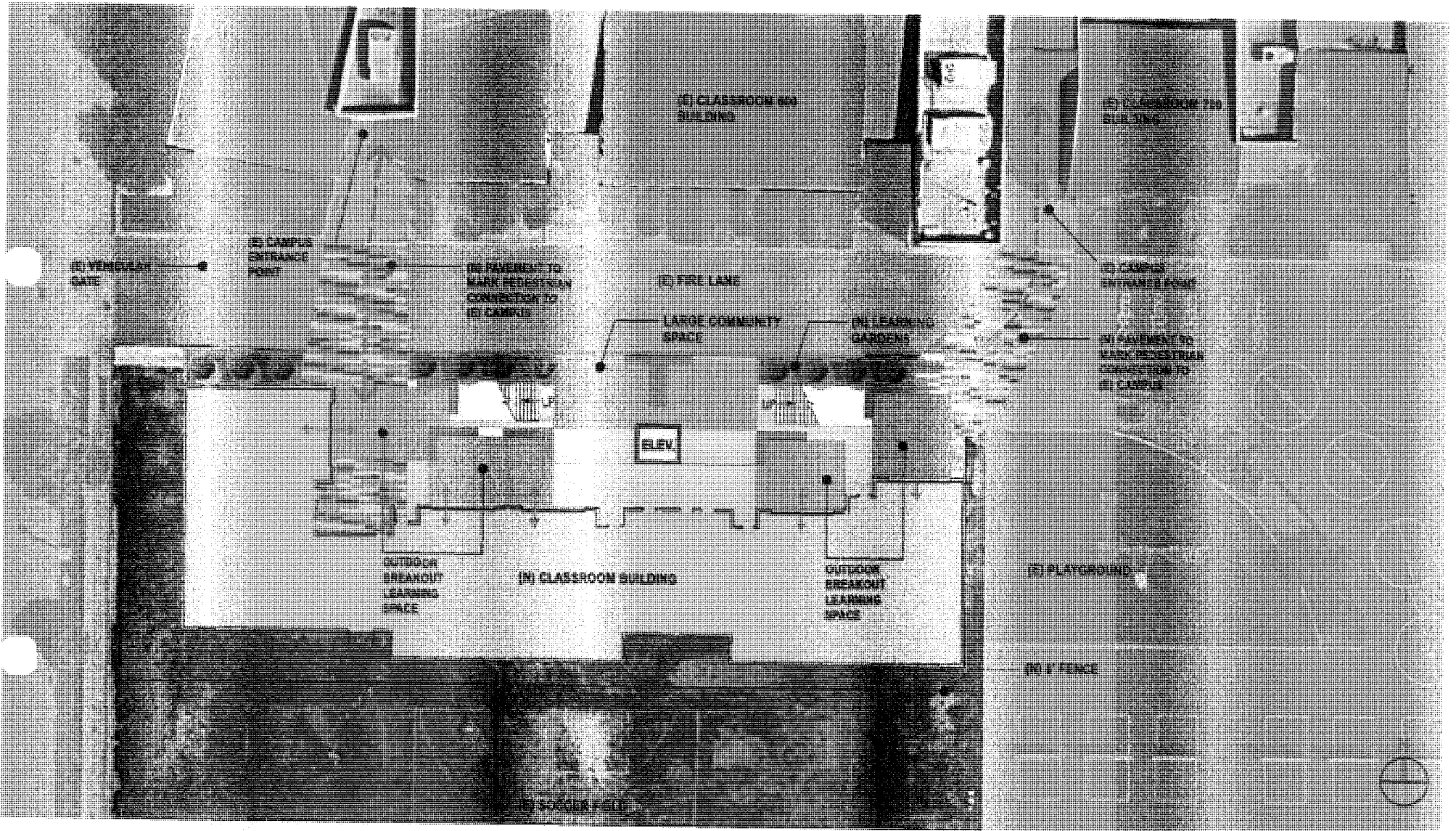
SITE PLAN



**CFW**  
 CONSULTING FIRM  
 CONSULTANTS

**CSDA**

**DESIGN GROUP**



# MARSHALL NEW CLASSROOM BUILDING

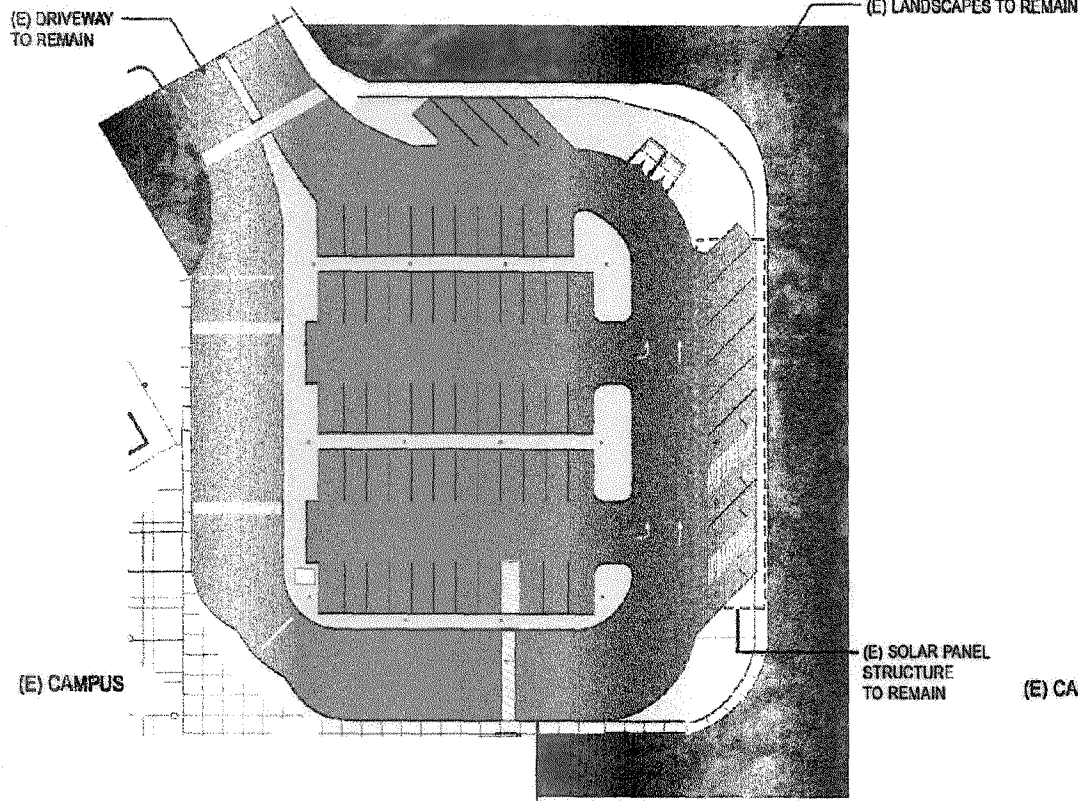
OXNARD SCHOOL DISTRICT

ENLARGED SITE PLAN



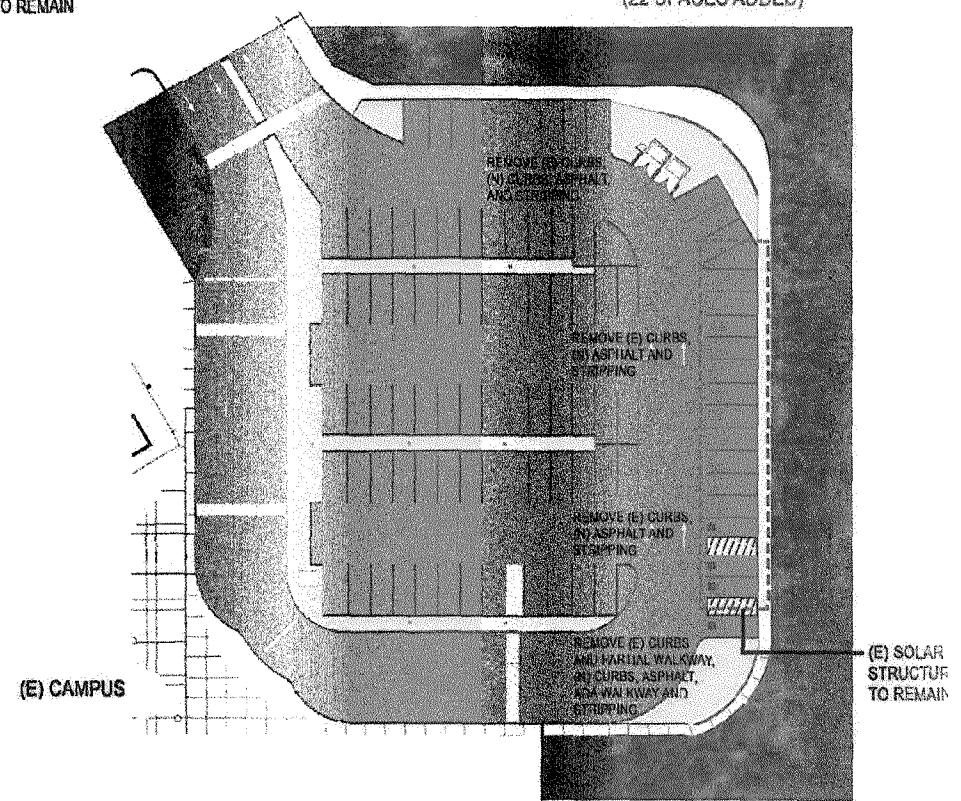
CSDA | DESIGN GROUP

67 PARKING SPACES  
 4 ACCESSIBLE SPACES  
 71 TOTAL SPACES

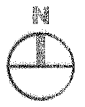


EXISTING PARKING LOT

89 PARKING SPACES  
 4 ACCESSIBLE SPACES  
 93 TOTAL SPACES  
 (22 SPACES ADDED)



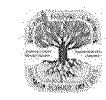
NEW PROPOSED PARKING LOT

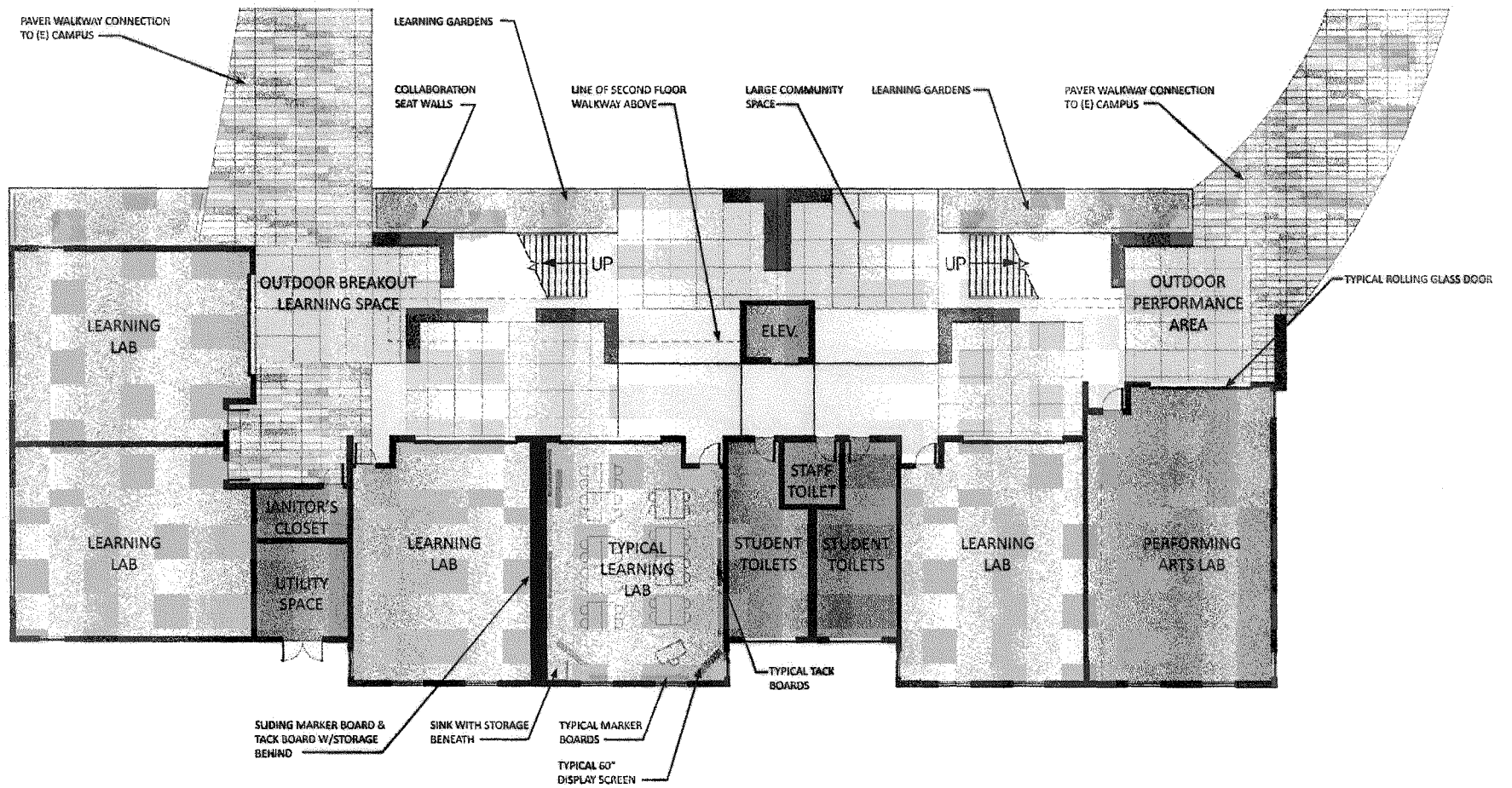


PARKING PLAN

# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT





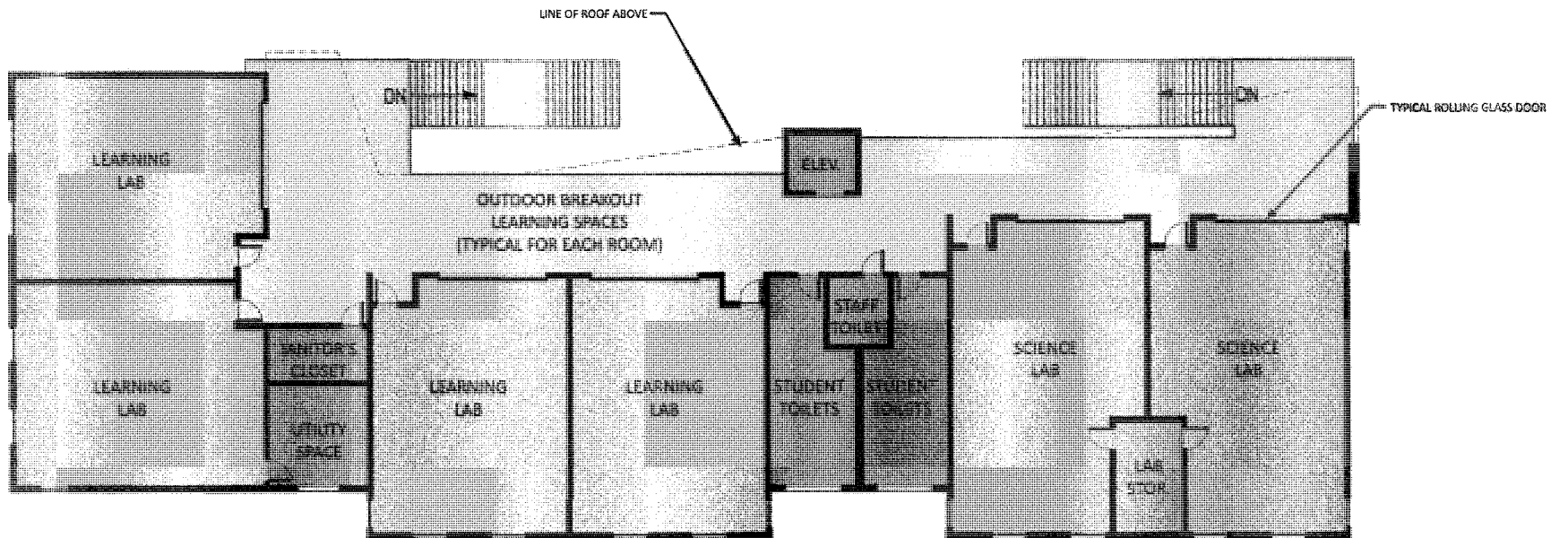
FLOOR PLAN - 1ST FLOOR

# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT





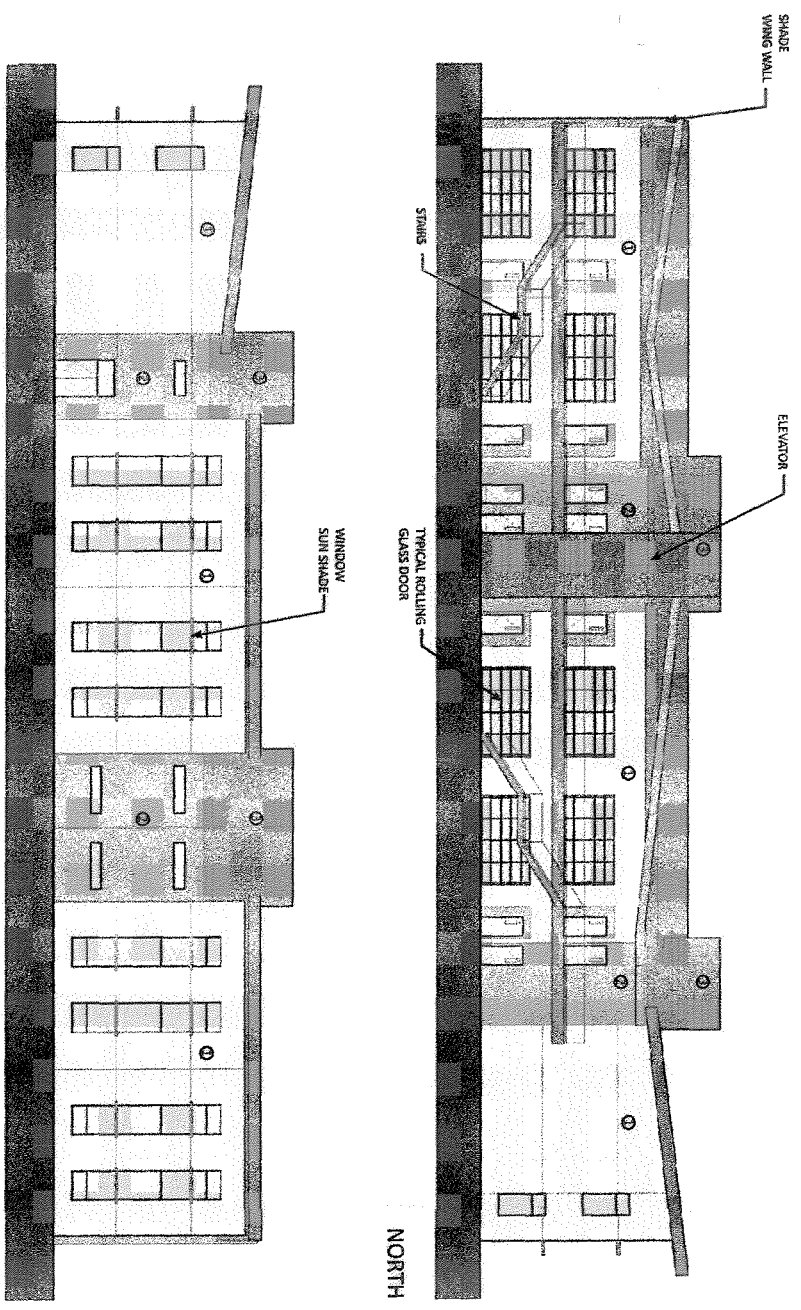


FLOOR PLAN - 2ND FLOOR

# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

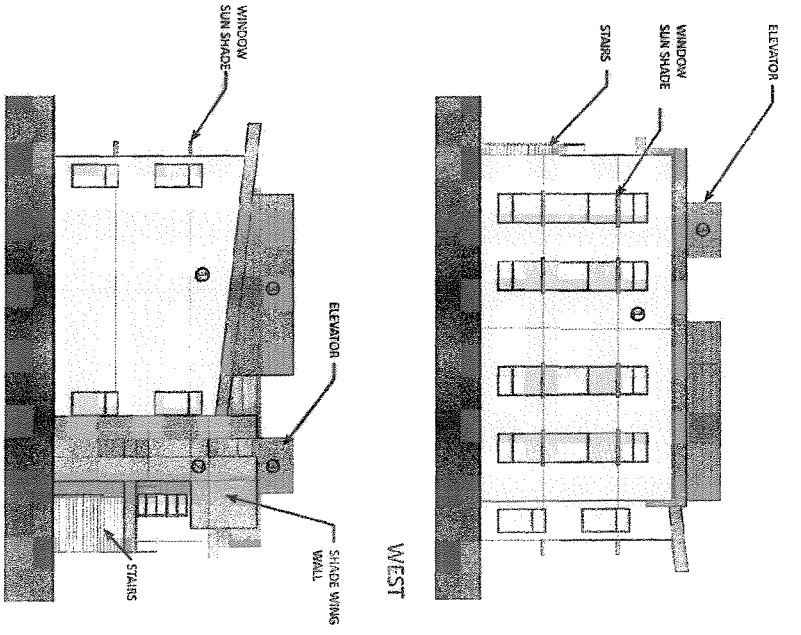




- ① CEMENT PLASTER - COLOR 1
- ② CEMENT PLASTER - COLOR 2
- ③ METAL PANEL

SOUTH

NORTH



EAST

WEST

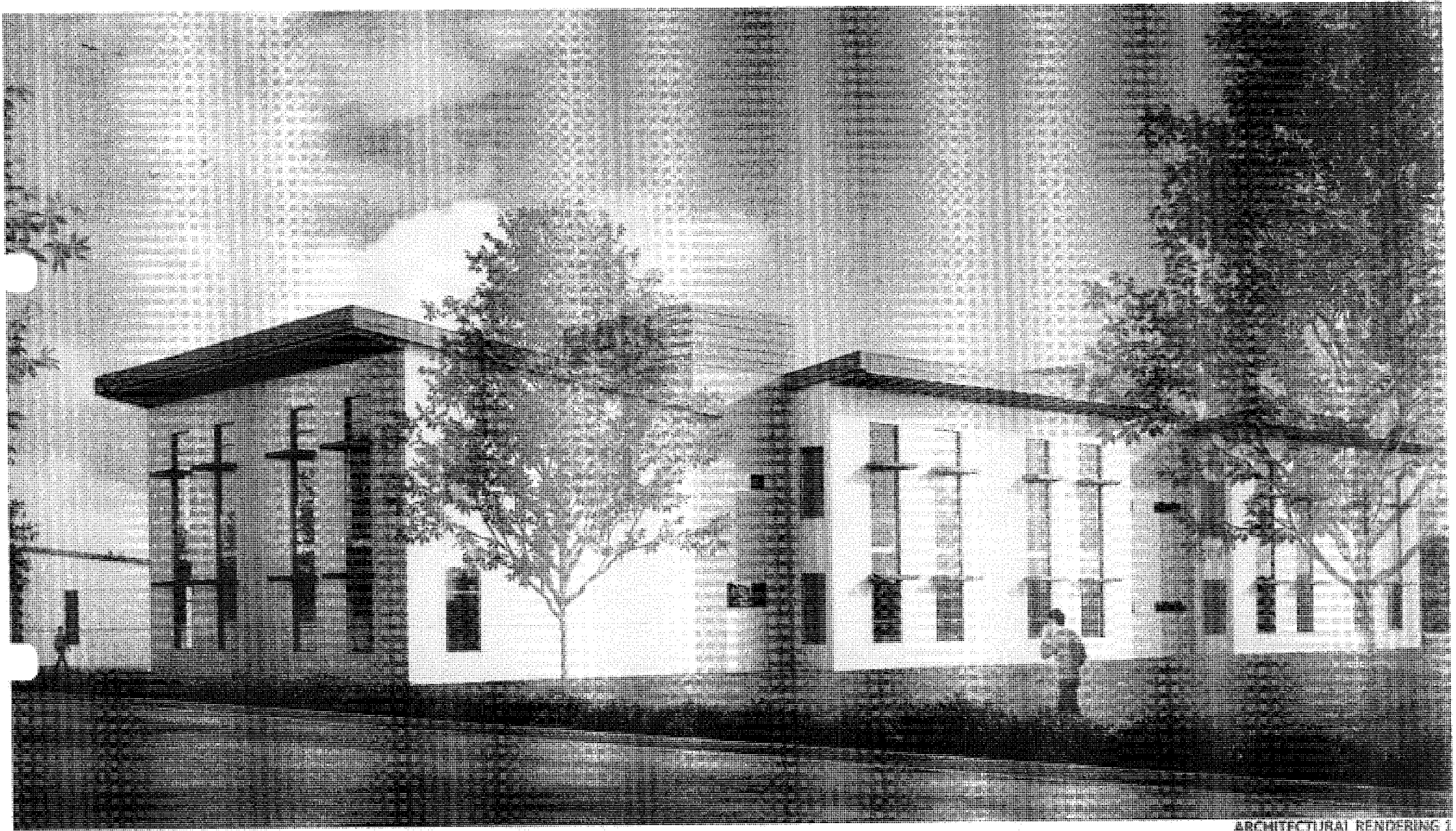
# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



CTDW DESIGN GROUP  
CSDA | DESIGN GROUP

EXTERIOR ELEVATIONS



ARCHITECTURAL RENDERING 1

# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



CFW  
City of Forests and Waters  
Preserving Our Natural Resources

CSDA

DESIGN  
GROUP



# MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

ARCHITECTURAL RENDERING 2



CSDA DESIGN GROUP

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**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

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

**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 \_\_\_\_\_

**Approval of Amendment #005 to Agreement #12-240 to provide additional Architectural Services for the Harrington ECDC Project (Penanhoat/Fateh/CFW)**

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At the June 26, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #12-240 with Dougherty and Dougherty (now and going forward known as Dougherty) to provide additional services for the Harrington ECDC Project (Project).

Amendment #005 and the attached proposal received from Dougherty are for the Value Engineered Scope of Work including: #1 Administration Building HVAC upgrade, #2 IDF relocation, #3 Cost estimating, #4 Bidding, #5 Bid revisions and approvals #6 Additional Modular Classrooms.

**FISCAL IMPACT:**

One Hundred Twenty-Four Thousand Dollars and Zero Cents [\$124,000] to be paid out of Master Construct & Implementation Funds.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment #005 to Agreement #12-240 with Dougherty for additional architectural and engineering services for the Harrington ECDC Project.

**ADDITIONAL MATERIAL(S):**

- Amendment #005, Dougherty and Dougherty (3 Pages)
- Dougherty and Dougherty Proposal, Dated December 13, 2017 (3 Pages)
- Agreement #12-240 Dougherty and Dougherty (76 Pages)

**Amendment No. 005 to Architect  
Services Agreement #12-240 with Dougherty and Dougherty**

The Architect Services Agreement #12-240 (“Agreement”) entered into on June 26, 2013, by and between the Oxnard School District (“District”) and Dougherty and Dougherty, (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 005 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes.

**RECITALS**

WHEREAS, The District retained Architect to provide architectural and design services for the Harrington Early Childhood Development Project (“Project”) for the District’s Facilities Implementation Plan;

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

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

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Harrington ECDC Project;

WHEREAS, upon consideration of the proposed modifications to the plans and specifications and the timing of those modifications, the District requires amending the scope of work of Dougherty and Dougherty to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

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

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

**AMENDMENT**

The Parties agree to add the following language to SECTION 3 of the Agreement:

The definition of the Project is modified to include the following additional scope of work including: #1 Administration Building HVAC Upgrade, #2 IDF Relocation, #3 Cost Estimating, #4 Bidding, #5 Bid Revisions and Approvals, and #6 Additional Modular Classrooms. The proposed amendment contemplates all work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing, and agency

approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to add the following language to SECTION 4.1 of the Agreement:

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

The Parties agree to add a new SECTION 5.2.3 to the Agreement as follows:

**SECTION 5.2.3 Additional Compensation for Harrington Early Childhood Development Center revised Scope of Work.** The Architect agrees to perform the Basic Services as described in the original Agreement, and attached proposal thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit "C" of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat "all-in" Basic Fee for the additional work totaling:

- A. One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$124,000.00) for the Value Engineered Scope of work for the Harrington ECDC project including: #1 Administration Building HVAC Upgrade, #2 IDF Relocation, #3 Cost Estimating, #4 Bidding, #5 Bid Revisions and Approvals #6 Additional Modular Classrooms. Document preparation required for DSA submittal and review, and issuance to the general contractor for construction; submittal as required to DSA as a CCD; review of DSA comments and incorporation of corrections for final DSA approval; and provide construction support by addressing requests for information and review of additional documents provided by the contractor for review and approval.

**The total sum for the additional services total:**

**One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$124,000.00)** The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.



IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 005 to Agreement #12-240 and represented that each has authority to do so on the dates set forth below:

**OXNARD SCHOOL DISTRICT:**

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

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

**Dougherty and Dougherty:**

By: \_\_\_\_\_  
Brian Dougherty, Principal

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



November 15, 2017  
Revised December 13, 2017

Mr. Scott Burkett  
Senior Vice President  
Caldwell Flores Winters  
1901 South Victoria Ave, Suite 106  
Oxnard, California 93035

Re: Harrington Early Child Development Center  
Proposal for Professional Services – Multiple Scope Revisions  
Dougherty Project No. 21336.20      Dougherty File No. A-3

Dear Mr. Burkett:

Thank you for your request for a proposal to provide our services to modify the approved project design and documentation to address the changing needs of the Oxnard School District at this campus. The following comprises our understanding of the project scope and deliverables as well as our proposed schedule and professional fees for these services.

DESIGN FORWARD

### Project Scope

The scope of this modification includes the following revisions to the project scope as requested by the District:

1. **Administration building HVAC upgrade:** Replacement of existing exposed ductwork with new roof-mounted ductwork in addition to the replacement of HVAC equipment.
2. **IDF relocation:** Relocation of data equipment to a new location on a permanent building as designated by District IT staff.
3. **Cost estimating:** Preparation of a detailed cost estimate to establish probable project cost after extended interval pending confirmation of project funding.
4. **Bidding:** Additional bid process necessary to obtain qualifying bids for project construction.
5. **Bid revisions and approvals:** Documentation and DSA approval for revisions to door hardware specifications and relocatable building demolition prior to bidding.
6. **Additional modular classrooms:** Relocation of two existing modular classrooms to replace two other classrooms adjacent to the existing Kindergarten Building B. The classrooms to be reused have been modified to include restrooms as part of a prior project approval. Plumbing connections as well as electrical, fire alarm and data will be included in the project scope.

Costa Mesa  
3194 D Airport Loop Drive  
Costa Mesa, CA 92626  
714. 427. 0277  
info@dougherty.us

Oakland  
1904 Franklin Street, Suite 909  
Oakland, CA 94612  
510. 654. 2544  
www.dougherty.us



## Professional Services

The following outlines the services included in this proposal:

### Services for scope of items 1, 2, 3, 4 and 5 noted above:

- Architecture, mechanical and electrical as needed to provide services and documentation required to complete these revisions.

### Services for scope of item 6 noted above:

- Architecture and electrical engineering for connection to existing power, low voltage and fire alarm systems. Civil engineering is not anticipated to be required (contractor will connect to existing utilities). Fire alarm upgrade to the modular buildings to be relocated is not anticipated to be required.
- Coordination with modular building manufacturer to address foundation needs if District requests buildings to be set on permanent foundations. Design of permanent foundation shall be by modular building manufacturer.
- Coordination of building utility needs (plumbing, electrical, low voltage) with existing campus infrastructure.
- Site plan modifications to provide access to relocated buildings.
- Preparation of document package for submittal as a CCD to DSA for review.
- Response to DSA comments to obtain CCD approval.
- Construction Administration support and DSA closeout of additional project scope.

## Project Schedule

Design services for scope remaining to be completed will commence upon authorization to proceed issued by the Oxnard School District. Coordination and preparation of the CCD package for the additional modular classrooms is estimated at four weeks followed by an estimated DSA review and approval period of eight weeks.

## Professional Fees

Services outlined above are proposed to be provided for a stipulated sum of **\$124,000.00 (one hundred and twenty-four thousand dollars)** to be invoiced monthly based on the percentage of completion of rendered services. This sum is inclusive of anticipated normal reimbursable cost expenses for printing, reproduction and shipping related to these additional services. Fee breakdown is as follows:

1. Administration building HVAC upgrade	\$37,000
2. IDF relocation	\$ 9,000
3. Cost estimating	\$10,000
4. Bidding	\$ 7,000
5. Bid revisions and approvals	\$ 9,000



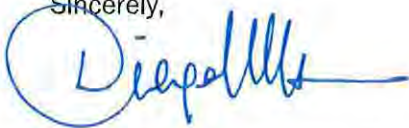
6. <u>Additional modular classrooms</u>	<u>\$52,000</u>
TOTAL	\$124,000

**General Assumptions**

- Owner will provide any additional surveys, geotechnical investigations, hazardous material reports as required for design and approval by applicable jurisdictions.
- Governing jurisdictions review fees shall be paid for by the owner.
- Additional engineering or specialty consultant services not identified above are not anticipated but could be included under separate authorization if needed and/or required.
- District will furnish all approved PC drawings of existing classroom modular buildings to be used in relation with these modifications.
- Design of modular building foundations, ramps and any other accessories shall be provided by the manufacturer of the modular buildings to be relocated.
- Modular buildings will be relocated “as is”, without any additional revisions to the floor plans, elevations and/or building systems.
- Modular buildings to be relocated will be connected to existing utilities currently being used by buildings to be demolished. It is anticipated that these utilities will be sufficient to meet the needs of the new structures and will require no improvements.
- Extensive regrading and/or relocation of existing utilities necessitating the services of a civil engineer will not be required.

We welcome this opportunity to continue to serve the needs of the Oxnard School District on this important project and look forward to a successful continuing relationship. If you have any questions about this proposal please don't hesitate to contact us at your earliest convenience.

Sincerely,



Diego Matzkin, AIA, LEED AP  
Project Manager

Cc: Brian Dougherty, FAIA, LEED AP



**AGREEMENT FOR ARCHITECTURAL SERVICES**

**BETWEEN**

**DOUGHERTY + DOUGHERTY ARCHITECTS, LLP**

**AND**

**OXNARD SCHOOL DISTRICT**

**JUNE 26, 2013**

**FOR**

**PROJECT 4 – HARRINGTON RECONSTRUCTION**

**received**  
COW 7/29/13

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## AGREEMENT FOR ARCHITECTURAL SERVICES

### PREAMBLE

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

### RECITALS

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

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

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

### AGREEMENT

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

#### SECTION 1 GENERAL PROVISIONS

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



- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

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

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

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

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

1.1.60 "Site Adaption" shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check ("PC") Approval is maintained.

1.1.61 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.

1.1.62 "Time Impact Analysis" or "TIA" shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.

1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

## **SECTION 2**

### **EMPLOYMENT OF ARCHITECT**

2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

### **SECTION 3** **THE PROJECT**

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

### **SECTION 4** **SERVICES**

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

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.
- The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.
- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

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

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



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

### **4.3 ADDITIONAL SERVICES**

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

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

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

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

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

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

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

## **SECTION 5**

## ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

### 5.1 COMPENSATION FOR BASIC SERVICES

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

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

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

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

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

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

### 5.2 COMPENSATION FOR ADDITIONAL SERVICES

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

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

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

**5.4 COMPENSATION FOR REIMBURSABLE SERVICES**

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

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

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

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

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

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

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

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

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

## **5.5 INVOICES**

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

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

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

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

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

**5.5.3 Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

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

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

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

## **SECTION 6**

### **DEFAULT; REMEDIES; SUSPENSION AND TERMINATION**

#### **6.1 TERMINATION BY DISTRICT**

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

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

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

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

### **6.3 DISTRICT REMEDIES**

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

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

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

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

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

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

**6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT**

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

## **SECTION 7**

### **DUTIES AND LIABILITIES OF DISTRICT**

#### **7.1 DUTIES**

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

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



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

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

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

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

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

## **7.2 LIMITATION ON LIABILITY OF DISTRICT**

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

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

## **SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES**

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

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

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

## **SECTION 9** **PROJECT SCHEDULE**

### **9.1 SCHEDULE**

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

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

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

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

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

## **SECTION 10** **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

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

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

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

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

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

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

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

## **SECTION 11**

### **INDEMNIFICATION AND INSURANCE**

#### **11.1 INDEMNIFICATION.**

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

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

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

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

**11.2.2 Minimum Scope of Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## **SECTION 12**

### **DISPUTE RESOLUTION**

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

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

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

### **12.3 SUBMISSION OF A CLAIM**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 13**  
**NOTICES**

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

**TO DISTRICT:**

**Caldwell Flores Winters, Inc.,**  
*Program Manager*  
ATTN: Yuri Calderon, Chief Operating Officer  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

With original copy to:

**Oxnard School District**  
ATTN: Jeff Chancer, Superintendent  
1051 South A St.  
Oxnard, CA 93030

**TO ARCHITECT:**

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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 until the Architect's duties in connection therewith have been fully satisfied.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 15**

### **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Architect

By: 

Title: PM/DM

Date: 7.1.13

District

By: 

Title: Superintendent

Date: 7-23-13

## EXHIBIT "A"

### PROJECT

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

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

Dear Mr. Dougherty,

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

#### **Project 4 Summary**

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

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

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

#### **Detailed Description**

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



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

#### **Master Budget, Timeline, and Schedule**

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

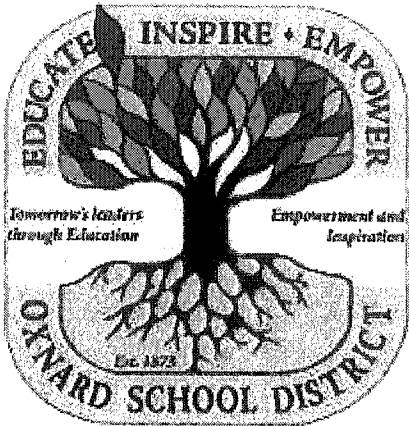
#### **Method of Selection**

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

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

Sincerely,

**Caldwell Flores Winters, Inc.**



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

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

1901 Victoria Avenue, Suite 106  
Oxnard, CA 93035

# ARCHITECT SELECTION PACKAGE

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

### PROJECT REQUIREMENTS

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

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

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

### METHOD OF DELIVERY

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

### SITE BACKGROUND & COMMUNITY

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

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

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

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

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

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#### EDUCATIONAL PROGRAM VISION

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

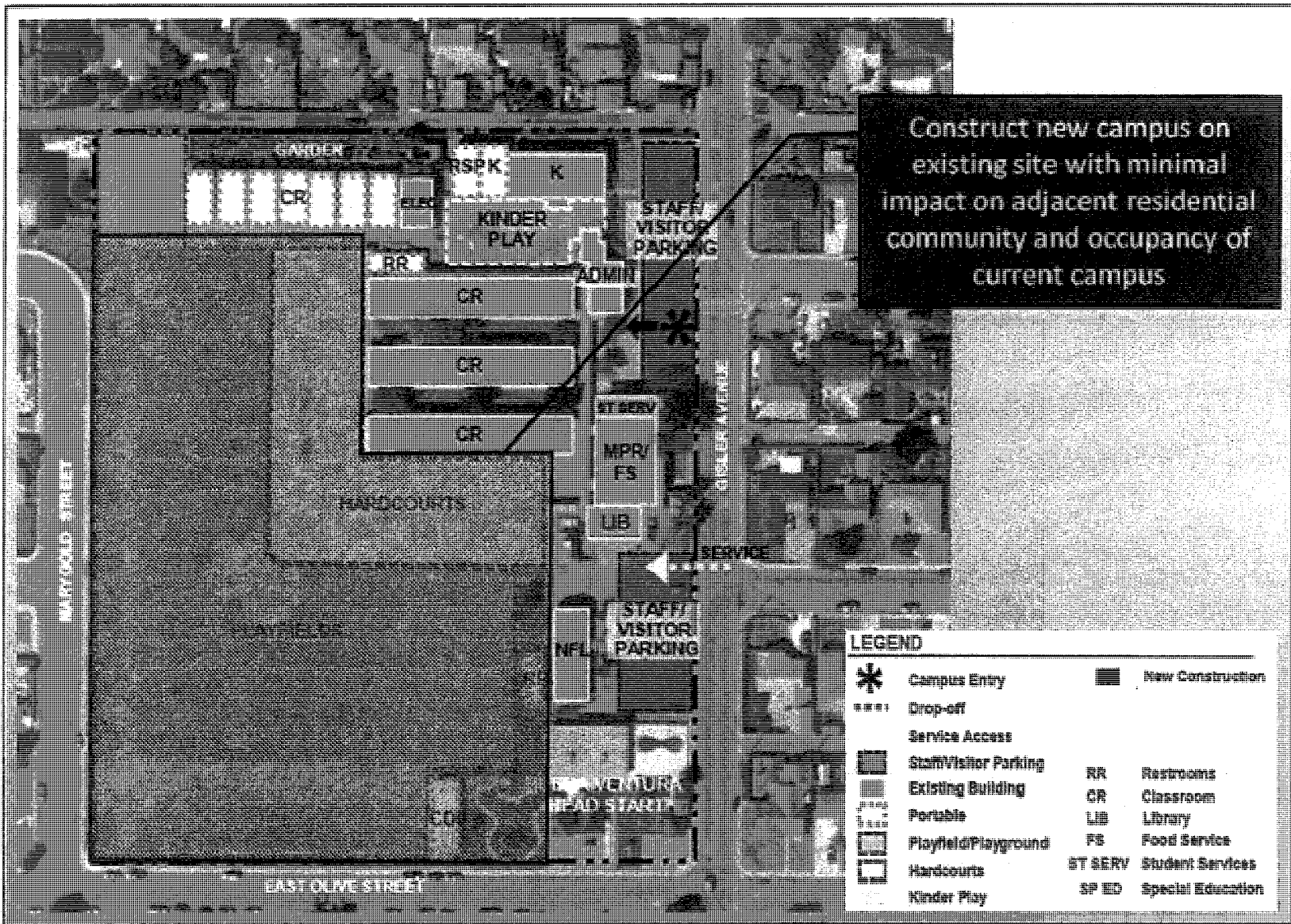
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#### SITE MAP

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

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

# Harrington Site Map



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

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

<b>Harrington Elementary Specifications (K-5 Schools)</b>			
<i>Design &amp; Reconstruct School to K-5 Specifications for 700 students</i>			
<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Total</b>
<b>Classrooms</b>			<b>22,560</b>
Classrooms - Estimate 23 rms @ 960 sf ea.	22,080	sf	
RSP	480	sf	
<b>Kindergarten</b>			<b>6,440</b>
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
<b>Administration</b>			<b>4,515</b>
Lobby/Public Waiting	300	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Flex Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
<b>Media Center</b>			<b>2,700</b>
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Texbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
<b>Multi-Purpose Room</b>			<b>5,375</b>
Multi-Purpose Room	3,500	sf	
Chair Table Storage	200	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
<b>Food Service</b>			<b>3,600</b>
Serving/Prep Kitchen	350	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	2,800	sf	
Custodial Services	100	sf	
<b>Restrooms</b>	<b>2,200</b>	<b>sf</b>	<b>2,200</b>
<b>Total Building Quantity</b>		<b>sf</b>	<b>47,390</b>
<b>Sitework</b>			<b>265,001</b>
Parking Lot/Circulation	70,000	sf	
Walkways on Campus	10,000	sf	
Utilities	1	ls	
Play Courts	40,000	sf	
Play Fields (3 acres)	130,000	sf	
Landscaping	15,000	sf	
<i>Total Hard Costs</i>			<i>\$14,523,200</i>
<i>Total Soft Costs</i>			<i>\$6,224,229</i>
<i>Total Contingency</i>			<i>\$2,074,743</i>
<b>TOTAL BUDGET</b>			<b>\$22,822,171</b>

**II. MASTER BUDGET, TIMELINE, & SCHEDULE**

**SUMMARY BUDGET:**

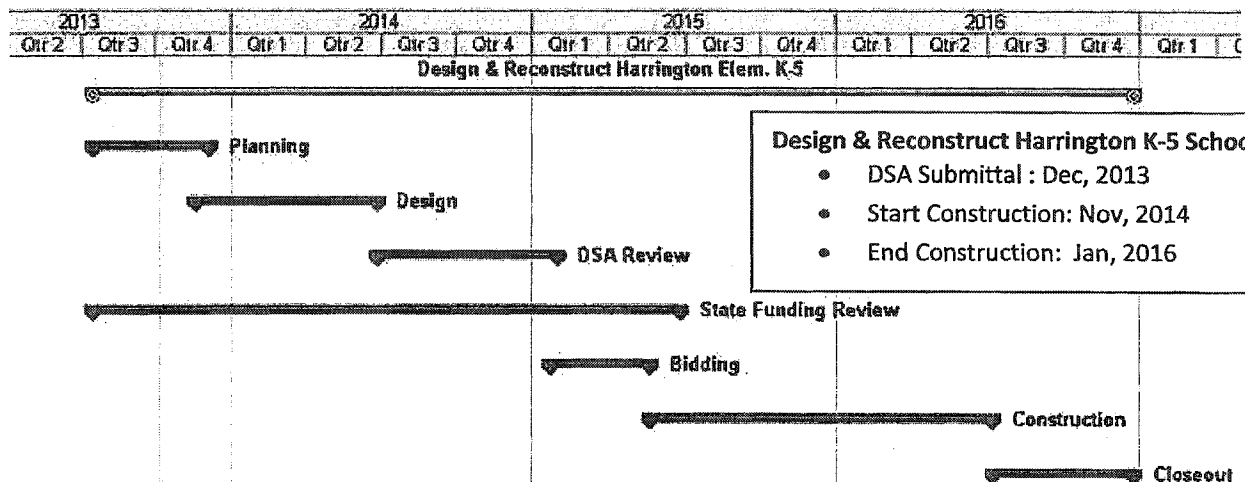
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

### Harrington Elementary School K-5

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

**SUMMARY TIMELINE & SCHEDULE:**

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





### III. METHOD OF SELECTION

#### BACKGROUND:

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

#### RE-USE OF PLANS:

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

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

#### ASSIGNMENT PROCESS:

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

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

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## SCHEDULE

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

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

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## SUBMITTAL FORMAT & REQUIREMENTS

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

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

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

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

**The Project is Amended As Follows:**

**Background**

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

**Summary of Amendment**

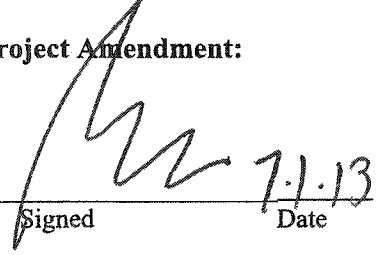
Pursuant to this mutual understanding, the Project is hereby amended as follows:

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

**Amended Budget**

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

**Acceptance of Project Amendment:**

Accepted by D+D  7.1.13  
Signed Date

Accepted by District  7/22/13  
Signed Date

## EXHIBIT "B"

### BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

#### A. GENERAL REQUIREMENTS

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

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

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

## **B. ESTIMATES AND COSTS GENERALLY**

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

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

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

### **C. PROJECT INITIATION PHASE**

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

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

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

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

### **D. DEVELOPMENT OF ARCHITECTURAL PROGRAM**

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

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



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

**E. SCHEMATIC DESIGN PHASE**

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

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

- (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
  - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:

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

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.
- (5) Estimates:
  - (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
  - (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
  - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
  - (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
  - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

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

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

**F. DESIGN DEVELOPMENT PHASE**

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

(1) Architectural:

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

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

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

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

(5) Civil:

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

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

(6) Landscape:

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

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

(8) Estimate:

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

(9) Meetings:

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

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

(10) Presentation:

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

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

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

## **G. CONSTRUCTION DOCUMENTS PHASE**

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

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

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

(iii) Mechanical:

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

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

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

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

(c) All electrical equipment schedules should be started.

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

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

(v) Civil:

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

(vi) Landscape:

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

(vii) Estimate:

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

(viii) Specifications:



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

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

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

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

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

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

(i) Architectural:

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

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

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

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

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

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

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

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

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

(v) Civil:

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

(vi) Landscape:

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

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

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

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

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

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

(vii) Specifications:

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

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

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

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

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

(5) Construction Documents Final DSA Approval Stage:

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

(6) Construction Documents Final Back-Check Stage:

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

## H. BIDDING PHASE

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

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

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

## **I. CONSTRUCTION PHASE**

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

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

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

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

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

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

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

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

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

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

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

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

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

**J. PROJECT CLOSE-OUT PHASE**

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

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

**K. MATTERS NOT WITHIN SCOPE OF SERVICES**

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

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



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

**EXHIBIT "C"**  
**DELIVERABLES**

**(1) Schematic Design Phase**

Deliverables and No. of Copies:

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

**(2) Design Development Phase**

Deliverables and No. of Copies:

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

**(3) Construction Documents Phase**

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies  
  
four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies  
  
four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

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

(Submit with DSA Submittal)

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

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

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

- (f) Design Checklist - 2 copies

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

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

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

**Project No. 4: Harrington Reconstruction**

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

---

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

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

---

Dougherty + Dougherty Architects, LLP      Date

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

---

Caldwell Flores Winters, Inc.      Date

---

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

CONSULTANT/VENDOR PROGRESS BILLING FORM

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

PROJECT: PROJECT #4 - HARRINGTON RECONSTRUCTION

PROJECT #: \_\_\_\_\_

PROJECT TYPE: NEW CONSTRUCTION/EXISTING SITE

DATE: Date of Invoice

INVOICE #: Invoice #

PERIOD COVERED: Billing Period of Invoice

PO #: Purchase Order #

SUBCONTRACTOR: VENDOR NAME

PREPARED BY: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

STEP 2      STEP 1

to multiply with  
column  
change  
SUBTOTAL      step 2 amount  
change to step 2  
column  
change  
SUBTOTAL      step 1 amount  
change to step 1  
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change  
SUBTOTAL      step 1 amount  
change to step 1  
column  
change  
SUBTOTAL      step 1 amount  
change to step 1  
column  
change  
SUBTOTAL

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

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

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

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

### First Billing.

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

### Subsequent Billings

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

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

**EXHIBIT "E"**

**FINGERPRINTING REQUIREMENTS**

**SECTION 00510**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

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

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

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

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

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

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

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

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

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

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

Name: BRIAN DOUGHERTY AND LAI-YIN CHAN  
Title: PARTNER

AND/OR

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

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

Date: 10-11-13

Proper Name of Contractor: DOUGHERTY + DOUGHERTY ARCHITECTS LLP

Signature: [Signature]

By: BRIAN DOUGHERTY

Its: PARTNER



## **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: January 17, 2018

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 \_\_\_\_\_

### **ACTUARIAL STUDY OF RETIREE HEALTH LIABILITIES (Penanhoat)**

Pursuant to Education Code 42140 and GASB 74/75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Geoffrey Kischuk of Total Compensation Systems, Inc.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

None – Information Only.

#### **ADDITIONAL MATERIAL**

Attached: Actuarial Study of Retiree Health Liabilities (27 pages)

**Oxnard School District**  
**Actuarial Study of**  
**Retiree Health Liabilities Under GASB 74/75**  
**Valuation Date: June 30, 2017**  
**Measurement Date: June 30, 2017**

*Prepared by:*  
*Total Compensation Systems, Inc.*

*Date: November 20, 2017*

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**Oxnard School District  
Actuarial Study of Retiree Health Liabilities**

**PART I: EXECUTIVE SUMMARY**

**A. Introduction**

Oxnard School District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of June 30, 2017 (the measurement date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2017. If the report will first be used for a different fiscal year, the numbers may need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under applicable Governmental Accounting Standards Board (GASB) Standards.

This actuarial study is intended to serve the following purposes:

- To provide information to enable Oxnard SD to manage the costs and liabilities associated with its retiree health benefits.
- To provide information to enable Oxnard SD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- To provide information needed to comply with Governmental Accounting Standards Board Accounting Standards 74 and 75 related to "other postemployment benefits" (OPEB's).

Because this report was prepared in compliance with GASB 74 and 75, Oxnard SD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 74 and 75 compliance.

This actuarial report includes several estimates for Oxnard SD's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Oxnard SD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated, Classified, Management and OSSA. We estimated the following:

- the total liability created. (The actuarial present value of projected benefits or APVPBP)
- ten years of projected benefit payments.
- the "total OPEB liability (TOL)." (The TOL is the portion of the APVPBP attributable to employees' service prior to the measurement date.)
- the "net OPEB liability" (NOL). For plans funded through a trust, this represents the

## Total Compensation Systems, Inc.

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unfunded portion of the liability.

- the service cost (SC). This is the value of OPEB benefits earned for one year of service.
- deferred inflows and outflows of resources attributable to the OPEB plan.
- “OPEB expense.” This is the amount recognized in accrual basis financial statements as the current period expense. The OPEB expense includes service cost, interest and certain changes in the OPEB liability, adjusted to reflect deferred inflows and outflows. This amount may need to be adjusted to reflect any contributions received after the Measurement Date.
- Amounts to support financial statement Note Disclosures and Required Supplementary Information (RSI) schedules.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. Service costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

### **B. General Findings**

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning July 1, 2017 to be \$3,630,866 (see Section IV.A.). The “pay-as-you-go” cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning July 1, 2017 (the service cost) is \$4,854,154. This service cost would increase each year based on covered payroll. Had Oxnard SD begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be \$87,124,706. This amount is called the "Total OPEB Liability" (TOL). Oxnard SD has set aside funds to cover retiree health liabilities in a GASB 75 qualifying trust. The Fiduciary Net Position of this trust at June 30, 2017 was \$8,537,734. This leaves a Net OPEB Liability (NOL) Of \$78,586,972.

Based on the information we were provided, the OPEB Expense for the fiscal year ending June 30, 2017 is \$7,607,144. As noted in this report adjustments may be needed – particularly if the reporting date is not the same as the measurement date.

We based all of the above estimates on employees as of June, 2017. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

# Total Compensation Systems, Inc.

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## C. Description of Retiree Benefits

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 have no entitlement 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.

## D. Recommendations

It is outside the scope of this report to make specific recommendations of actions Oxnard SD should take to manage the liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Oxnard SD’s practices, it is possible that Oxnard SD is already complying with some or all of our recommendations.

- We recommend that Oxnard SD maintain an inventory all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Oxnard SD should determine whether the benefit is material and subject to GASB 74 and/or 75.
- We recommend that Oxnard SD conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no less frequently than every two years, as required under GASB 74/75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Oxnard SD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – ***even on a retiree-pay-all basis*** – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Oxnard SD should arrange for the rates or prices of all retiree benefits to be

## Total Compensation Systems, Inc.

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set on what is expected to be a self-sustaining basis.

- Oxnard SD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Oxnard SD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Oxnard SD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Oxnard SD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

Respectfully submitted,



Geoffrey L. Kischuk, FSA, MAAA, FCA  
Consultant  
Total Compensation Systems, Inc.  
(805) 496-1700

## PART II: BACKGROUND

### A. Summary

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”),

### B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method.”

The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under this method, there are two components of actuarial cost – a “service cost” (SC) and the “Total OPEB Liability” (TOL). GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. Under the entry age actuarial cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the service cost. Under GASB 75, the service cost is calculated to be a level percentage of each employee’s projected pay.

The service cost is determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- *Mortality rates* varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.



## Total Compensation Systems, Inc.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the real rate of return expected for plan assets plus long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The total OPEB liability (TOL) can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses can be deferred five years
- Experience gains and losses can be deferred over the expected average remaining service lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the average working lifetime
- Liability changes resulting from plan changes, for example, cannot be deferred.

## PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

### A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each employee. We determined eligibility for retiree benefits based on information supplied by Oxnard SD. We then selected assumptions for the factors discussed in the above Section that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each employee, we applied the appropriate factors based on the employee's age, sex, length of service, and employee classification.

We summarized actuarial assumptions used for this study in Appendix C.

### B. Liability for Retiree Benefits.

For each employee, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Oxnard SD uses contribution caps, the influence of the trend factor is further reduced. We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the employee is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the employee is not eligible. The employee is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We discounted the expected cost for each year to the measurement date June 30, 2017 at 3.5% interest. Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the APVPBP for all employees to get the actuarial present value of total projected benefits (APVPBP). The APVPBP is the estimated present value of all future retiree health benefits for all **current** employees and retirees. The APVPBP is the amount on June 30, 2017 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last current employee or retiree dies or reaches the maximum eligibility age.

## Total Compensation Systems, Inc.

### Actuarial Present Value of Projected Benefit Payments at June 30, 2017

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>OSSA</i>
Active: Pre-65	\$91,348,892	\$54,274,244	\$30,487,572	\$3,281,790	\$3,305,286
Post-65	\$34,440,850	\$21,633,959	\$10,486,797	\$1,444,050	\$876,044
Subtotal	\$125,789,742	\$75,908,203	\$40,974,369	\$4,725,840	\$4,181,330
Retiree: Pre-65	\$5,709,501	\$2,171,831	\$3,116,489	\$119,668	\$301,513
Post-65	\$7,105,807	\$3,672,694	\$2,554,181	\$503,967	\$374,965
Subtotal	\$12,815,308	\$5,844,525	\$5,670,670	\$623,635	\$676,478
Grand Total	\$138,605,050	\$81,752,728	\$46,645,039	\$5,349,475	\$4,857,808
Subtotal Pre-65	\$97,058,393	\$56,446,075	\$33,604,061	\$3,401,458	\$3,606,799
Subtotal Post-65	\$41,546,657	\$25,306,653	\$13,040,978	\$1,948,017	\$1,251,009

The APVPBP should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVPBP is used to develop expense and liability figures. To do so, the APVPBP is divided into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability).

The past service and future service liabilities are each accrued in a different way. We will start with the future service liability which is funded by the service cost.

### C. Cost to Prefund Retiree Benefits

#### 1. Service Cost

The average hire age for eligible employees is 31. To accrue the liability by retirement, the District would accrue the retiree liability over a period of about 29 years (assuming an average retirement age of 60). We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

#### Service Cost Year Beginning June 30, 2017

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>OSSA</i>
# of Employees	1087	561	453	42	31
<b>Per Capita Service Cost</b>					
Pre-65 Benefit	N/A	\$4,302	\$2,834	\$2,954	\$4,309
Post-65 Benefit	N/A	\$1,519	\$0	\$1,122	\$0
<b>First Year Service Cost</b>					
Pre-65 Benefit	\$3,954,871	\$2,413,422	\$1,283,802	\$124,068	\$133,579
Post-65 Benefit	\$899,283	\$852,159	\$0	\$47,124	\$0
Total	\$4,854,154	\$3,265,581	\$1,283,802	\$171,192	\$133,579

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. This service cost would increase each year based on covered payroll.

## Total Compensation Systems, Inc.

### 2. Total OPEB Liability (TOL) and Net OPEB Liability (NOL)

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability (TOL). We calculated the TOL as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables.

#### Total OPEB Liability (TOL) and Net OPEB Liability (NOL) as of June 30, 2017

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>OSSA</i>
Active: Pre-65	\$49,791,019	\$27,306,437	\$18,634,154	\$2,227,707	\$1,622,721
Active: Post-65	\$24,518,378	\$12,111,853	\$10,486,797	\$1,043,684	\$876,044
Subtotal	\$74,309,397	\$39,418,290	\$29,120,951	\$3,271,391	\$2,498,765
Retiree: Pre-65	\$5,709,501	\$2,171,831	\$3,116,489	\$119,668	\$301,513
Retiree: Post-65	\$7,105,807	\$3,672,694	\$2,554,181	\$503,967	\$374,965
Subtotal	\$12,815,308	\$5,844,525	\$5,670,670	\$623,635	\$676,478
Subtotal: Pre-65	\$55,500,520	\$29,478,268	\$21,750,643	\$2,347,375	\$1,924,234
Subtotal: Post-65	\$31,624,185	\$15,784,547	\$13,040,978	\$1,547,651	\$1,251,009
Total OPEB Liability (TOL)	\$87,124,706	\$45,262,816	\$34,791,621	\$3,895,026	\$3,175,243
Fiduciary Net Position as of June 30, 2017	\$8,537,734				
Net OPEB Liability (NOL)	\$78,586,972				

Because Oxnard SD concluded that it would be too expensive and time-consuming to rerun prior valuations under GASB 75, we invoked Paragraph 244 of GASB 75 for the transition. Consequently, in order to determine the beginning NOL, we used a "roll-back" technique. The following table shows the results of the roll-back. Oxnard SD should restate its June 30, 2016 NOL accordingly.

#### Changes in Net OPEB Liability as of June 30, 2017

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
Roll back balance at June 30, 2016	\$83,208,398	\$8,003,779	\$75,204,619
Service Cost	\$4,724,237	\$0	\$4,724,237
Interest on TOL	\$2,927,328	\$0	\$2,927,328
Employer Contributions	\$0	\$4,224,791	(\$4,224,791)
Employee Contributions	\$0	\$0	\$0
Actual Investment Income	\$0	\$44,421	(\$44,421)
Administrative Expense	\$0	\$0	\$0
Benefit Payments	(\$3,735,257)	(\$3,735,257)	\$0
Other	\$0	\$0	\$0
Net Change during 2016-17	\$3,916,308	\$533,955	\$3,382,353
Balance at June 30, 2017 *	\$87,124,706	\$8,537,734	\$78,586,972

\* May include a slight rounding error.

## Total Compensation Systems, Inc.

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### 3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, change in TOL due to plan changes; all adjusted for deferred inflows and outflows. Oxnard SD determined that it was not reasonable to rerun prior valuations under GASB 75. Therefore, we used the transition approach provided in GASB 75, Paragraph 244. That means that there are no deferred inflows/outflows in the first year (with the possible exception of contributions after the measurement date). The OPEB expense shown below is considered to be preliminary because there can be employer specific deferred items (e.g., contributions made after the measurement date, and active employee contributions toward the OPEB plan).

#### **OPEB Expense Fiscal Year Ending June 30, 2017**

	<i><b>Total</b></i>
Service Cost	\$4,724,237
Interest on Total OPEB Liability (TOL)	\$2,927,328
Employee Contributions	\$0
Recognized Actuarial Gains/Losses	\$0
Recognized Assumption Changes	\$0
Actual Investment Income	(\$44,421)
Recognized Investment Gains/Losses	\$0
Contributions After Measurement Date*	\$0
Liability Change Due to Benefit Changes	\$0
Administrative Expense	\$0
OPEB Expense**	<u>\$7,607,144</u>

\* Should be added by Oxnard SD if reporting date is after the measurement date.

\*\* May include a slight rounding error.

The above OPEB expense does not include an estimated \$4,224,791 in employer contributions.

### 4. Deferred Inflows and Outflows

Certain types of TOL changes are subject to deferral, as are investment gains/losses. To qualify for deferral, gains and losses must be based on GASB 74/75 compliant valuations. Since the District's prior valuation was performed in accordance with GASB 43/45, it is not possible to calculate compliant gains and losses. (Please see Appendix E, Paragraph 244 for more information.) Therefore, valuation-based deferred items will not begin until the next valuation. However, there could be employer-specific deferred items that need to be reflected, as mentioned earlier.

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### PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of employees, estimates for individual years are certain to be *inaccurate*. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

<i>Year Beginning July 1</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>OSSA</i>
2017	\$3,630,866	\$1,903,596	\$1,331,871	\$232,539	\$162,860
2018	\$3,554,054	\$1,803,470	\$1,377,574	\$229,465	\$143,545
2019	\$3,877,481	\$1,986,169	\$1,571,145	\$175,258	\$144,909
2020	\$4,212,966	\$2,098,377	\$1,749,744	\$198,288	\$166,557
2021	\$4,641,930	\$2,294,715	\$1,996,336	\$200,669	\$150,210
2022	\$5,032,550	\$2,474,169	\$2,210,926	\$218,060	\$129,395
2023	\$5,474,451	\$2,768,914	\$2,348,364	\$235,709	\$121,464
2024	\$5,684,207	\$2,970,119	\$2,314,011	\$259,029	\$141,048
2025	\$6,154,718	\$3,260,610	\$2,440,949	\$288,523	\$164,636
2026	\$6,596,540	\$3,512,869	\$2,598,597	\$326,624	\$158,450

## PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 74/75 require biennial valuations. In addition, a valuation should be conducted whenever plan changes, changes in actuarial assumptions or other employer actions are likely to cause a material change in accrual costs and/or liabilities.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.
- An employer should perform a valuation whenever the employer forms a qualifying trust or changes its investment policy.
- An employer should perform a valuation whenever the employer adds or terminates a group of participants that constitutes a significant part of the covered group.

We recommend Oxnard SD take the following actions to ease future valuations.

- We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the District should review the actuarial assumptions in Appendix C carefully. If the District has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the District should engage in discussions or perform analyses to determine the best estimate of the assumption in question.

**PART VI: APPENDICES**

**APPENDIX A: MATERIALS USED FOR THIS STUDY**

We relied on the following materials to complete this study.

- We used paper reports and digital files containing employee demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.



**APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS**

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the District wants more refined estimates for decision-making, we recommend additional investigation.

**APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS**

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Oxnard SD to understand that the appropriateness of all selected actuarial assumptions and methods are Oxnard SD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Oxnard SD's actual historical experience, and TCS's judgment based on experience and training.

**ACTUARIAL METHODS AND ASSUMPTIONS:**

*ACTUARIAL COST METHOD:* GASB 74/75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on an employee by employee basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the service cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees). This greatly simplifies administration and accounting; as well as resulting in the correct service cost for new hires.

*SUBSTANTIVE PLAN:* As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Oxnard SD regarding practices with respect to employer and employee contributions and other relevant factors.

## Total Compensation Systems, Inc.

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### ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 2.75% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

INVESTMENT RETURN / DISCOUNT RATE: We assumed 3.5% per year. This is based on assumed long-term return on plan assets assuming 100% funding through Oxnard School District. We used the "Building Block Method". (See Appendix E, Paragraph 53 for more information).

TREND: We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

PAYROLL INCREASE: We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), using an aggregate payroll assumption for the purpose of calculating the service cost results in a negligible error.

FIDUCIARY NET POSITION (FNP): The following table shows the beginning and ending FNP numbers that were provided by Oxnard SD.

#### **Fiduciary Net Position as of June 30, 2017**

	<u>06/30/2016</u>	<u>06/30/2017</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$8,003,779	\$8,537,734
Capital Assets	\$0	\$0
Total Assets	<u>\$8,003,779</u>	<u>\$8,537,734</u>
Benefits Payable	\$0	\$0
Fiduciary Net Position	<u>\$8,003,779</u>	<u>\$8,537,734</u>

## Total Compensation Systems, Inc.

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### **NON-ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix E, Paragraph 52 for more information.

### **MORTALITY**

<i>Employee Type</i>	<i>Mortality Tables</i>
Certificated	2009 CalSTRS Mortality
Classified	2009 CalPERS Mortality for Active Miscellaneous Employees

### **RETIREMENT RATES**

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated	2009 CalSTRS Retirement Rates
Classified	2009 CalPERS Retirement Rates for School Employees

### **SERVICE REQUIREMENT**

<i>Employee Type</i>	<i>Service Requirement Tables</i>
Certificated	100% at 8 Years of Service
Classified	100% at 15 Years of Service
Miscellaneous	100% at 8 Years of Service

### **COSTS FOR RETIREE COVERAGE**

Actuarial Standard of Practice 6 (ASOP 6) Section 3.7.7(c)(3) provides that unadjusted premium may be used as the basis for retiree liabilities if retiree premium rates are not subsidized by active premium rates. We evaluated active and retiree rates and determined that there is not likely to be a subsidy between active and retiree rates. Therefore, retiree liabilities are based on actual employer contributions. Liabilities for active participants are based on the first year costs shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Employee Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	\$20,067	\$11,035
Classified	\$19,962	\$11,035
Management	\$19,962	\$11,035
School Services	\$20,067	\$11,035

### **PARTICIPATION RATES**

<i>Employee Type</i>	<i>&lt;65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Certificated	100%	100%
Classified	100%	100%
Miscellaneous	100%	100%

### **TURNOVER**

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2009 CalSTRS Termination Rates
Classified	2009 CalPERS Termination Rates for School Employees
Miscellaneous	2009 CalPERS Termination Rates for School Employees

### **SPOUSE PREVALENCE**

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

## **Total Compensation Systems, Inc.**

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### ***SPOUSE AGES***

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

## Total Compensation Systems, Inc.

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### APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

#### ELIGIBLE ACTIVE EMPLOYEES

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>OSSA</i>
Under 25	2	0	2	0	0
25-29	34	6	28	0	0
30-34	89	44	42	2	1
35-39	169	88	71	4	6
40-44	182	100	68	7	7
45-49	184	102	63	8	11
50-54	164	90	62	10	2
55-59	142	66	67	6	3
60-64	98	55	38	4	1
65 and older	23	10	12	1	0
Total	1087	561	453	42	31

#### ELIGIBLE RETIREES

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>OSSA</i>
Under 50	1	0	1	0	0
50-54	2	0	2	0	0
55-59	17	7	8	0	2
60-64	80	39	30	6	5
65-69	127	77	35	10	5
70-74	0	0	0	0	0
75-79	0	0	0	0	0
80-84	0	0	0	0	0
85-89	0	0	0	0	0
90 and older	0	0	0	0	0
Total	227	123	76	16	12

# Total Compensation Systems, Inc.

## APPENDIX E: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:**                    **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Oxnard SD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Receiving Benefits	227
Inactive Employees Entitled to But Not Receiving Benefits*	0
Participating Active Employees	1087
Total Number of participants	1314

\*We were not provided with information about any terminated, vested employees

**Paragraph 51:**                    **Significant Assumptions and Other Inputs**

shown in Appendix C.

**Paragraph 52:**                    **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Oxnard SD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table Disclosure	2009 CalSTRS Mortality The mortality assumptions are based on the 2009 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.
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## Total Compensation Systems, Inc.

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Mortality Table	2009 CalPERS Mortality for Retired Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2009 CalPERS Mortality for Retired Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.
Mortality Table	2009 CalPERS Mortality for Active Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2009 CalPERS Mortality for Active Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

### Retirement Tables

Retirement Table	2009 CalSTRS Retirement Rates
Disclosure	The retirement assumptions are based on the 2009 CalSTRS Retirement Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2009 CalPERS Retirement Rates for School Employees
Disclosure	The retirement assumptions are based on the 2009 CalPERS Retirement Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

### Turnover Tables

Turnover Table	2009 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2009 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.



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Turnover Table	2009 CalPERS Termination Rates for School Employees
Disclosure	The turnover assumptions are based on the 2009 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL Using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$73,364,817	\$78,586,972	\$83,050,243

**Paragraph 53:**      **Discount Rate**

The following information is intended to assist Oxnard SD to comply with Paragraph 53 requirements.

53.a: A discount rate of 3.5% was used in the valuation.

53.b: We assumed that contributions would be sufficient to fully fund the obligation over a period not to exceed 30 years.

53.c: We used historic 30 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 25 basis points.

53.d and 53.e.: Not applicable.

53.f: Following is the assumed asset allocation and assumed rate of return for each. Oxnard School District - Oxnard SD

Asset Class	Percentage of Portfolio	Assumed Gross Return
Intermediate-Term Government Bonds	30.0000	4.5000
Long-Term Corporate Bonds	30.0000	5.2950
Long-Term Government Bonds	30.0000	4.5000
Short-Term Government Bonds	10.0000	3.2500

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and

## Total Compensation Systems, Inc.

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1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	\$85,590,715	\$78,586,972	\$72,106,590

### **Paragraph 55:**      **Changes in the Net OPEB Liability**

Please see reconciliation on page 9. Please see the notes for Paragraph 244 below for more information.

### **Paragraph 56:**      **Additional Net OPEB Liability Information**

The following information is intended to assist Oxnard SD to comply with Paragraph 56 requirements.

- 56.a: The valuation date is June 30, 2017.  
The measurement date is June 30, 2017.
- 56 b; 56 c; 56.d; 56.e; 56.f: Not applicable
- 56.g: To be determined by the employer
- 56.h.(1) through (4): Not applicable
- 56.h.(5): To be determined by the employer
- 56.i: Not applicable

### **Paragraph 57:**      **Required Supplementary Information**

- 57.a: Please see reconciliation on page 9. Please see the notes for Paragraph 244 below for more information.
- 57.b: These items are provided on page 9 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.
- 57.c: We have not been asked to calculate an actuarially determined contribution amount.  
We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 30 years.
- 57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

### **Paragraph 58:**      **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 30 years.

### **Paragraph 244:**      **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

# Total Compensation Systems, Inc.

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## APPENDIX F: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.

## Total Compensation Systems, Inc.

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<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to employees’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

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

- 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** \_\_\_\_\_

**Award of Formal Bid #17-02 and Approval of Agreement #16-256 and Agreement #16-257 for Smart Labs at Frank & Fremont Academies (Freeman/West)**

Formal bids were solicited for Bid #17-02, Smart Labs, pursuant to Public Contract Code 20110. One bid was received and opened at 2:00 p.m., Wednesday, December 13, 2017. The bid summary is attached.

It is requested that the Board of Trustees award Bid #17-02 to Creative Learning Systems LLC., as the lowest, responsive, responsible bidder, based on the Base Bid amount of \$387,689.45, and enter into the following agreements:

Agreement #16-256, Frank Academy	\$207,349.24
Agreement #16-257, Fremont Academy	\$180,340.21

The project will be funded through MSAP Funds.

**FISCAL IMPACT:**

\$387,689.45 – MSAP Funds

**RECOMMENDATION:**

It is the recommendation of the Project Director, MSAP, and the Assistant Superintendent, Educational Services, that the Board of Trustees award Bid #17-02 Smart Labs, in the total amount of \$387,689.45, and enter into Agreement #16-256 and Agreement #16-257 with Creative Learning Systems LLC.

**ADDITIONAL MATERIALS:**

**Attached:**

- Bid Summary (1 Page)
- Agreement #16-256, Creative Learning Systems LLC (Frank Academy) (12 Pages)
- Agreement #16-257, Creative Learning Systems LLC (Fremont Academy) (12 Pages)

## Purchase Agreement

Whereas Frank Academy ("Customer") desires to purchase, and Creative Learning Systems, LLC ("Creative Learning Systems" or "CLS") desires to sell, goods and services as described in the attached Proposal, Customer and CLS agree as follows:

### PAYMENT TERMS

Payment shall be made to Creative Learning Systems and tendered according to the following schedule:

25% of Purchase Price - due as deposit with submission of customer's purchase order

75% of Purchase Price - due upon delivery of factory-wrapped goods to customer's designated delivery location

***Payments by credit card are subject to an additional 3% credit card processing surcharge.***

**PURCHASE ORDERS:** Purchase orders must be made out to Creative Learning Systems LLC, 1140 Boston Avenue Longmont CO 80501. Facsimiles will be accepted *pending receipt of original purchase order* (Fax to 303-772-6422 Attention: Shelley Nault).

### Purchase Order(s) Item Description(s):

SmartLab Learning Environment for \$176,926.00

Curriculum & Support Agreement for \$22,500.00

7.75% California Sales Tax for \$7,923.24

Per CLS Proposal Dated December 8, 2017

**WHOLE UNIT:** The instructional plan for this Learning Environment is based on the inclusion of all of the fixtures, equipment, courseware, and supplies listed here. This Proposal is a complete system, and is offered for purchase only on a whole-unit basis.

**SUBSTITUTION:** Creative Learning Systems attempts to provision each of its learning environments using the most current technologies and the most effective learning resources available at the time of implementation. We therefore reserve the right to make equivalent or better substitutions for item(s) described herein.

**PROJECT TIMELINE:** Delivery, installation, and training shall be scheduled on dates mutually acceptable to Customer and CLS. Please note that typical lead times from receipt of purchase order and completion of Purchase Order Checklist items (see attached) to delivery of orders typically ranges from eight to twelve weeks depending on the degree of customization, availability of materials and supplies, and seasonal demand). You will be responsible for ensuring that the facility is ready for installation on the agreed upon date including electrical and data services, finished flooring and a secure room. **If the facility is not ready for installation on the agreed upon date, installation may be rescheduled and may be subject to fees for additional travel and labor.** Installation typically takes three to five days. Professional development and technical training is typically scheduled as soon after installation as is practical for both parties. Time is of the essence in the execution and fulfillment of this agreement and each party agrees to use its best efforts to carry out its obligations and responsibilities as stated herein.

**CHANGE ORDERS:** This Agreement constitutes a binding contract to purchase the goods and services described in the Proposal. Customer modifications to this order after issuance of a purchase order are subject to the sole discretion of CLS and may result in additional charges and/or restocking fees. Adjustments for cancelled items shall be applied to substitute goods as mutually agreed or credited towards the purchase of future goods. Software purchases may not be cancelled or changed after receipt of purchase order. CLS shall submit all change orders to Customer in writing for prior approval.

**OTHER TERMS AND PROVISIONS:** Customer shall issue a valid Purchase Order referencing this Proposal consistent with the terms of this Agreement. The State of Colorado shall govern the interpretation of this agreement, and it is expressly understood that Boulder County, Colorado, is the exclusive forum for any disputes arising under this agreement. Any expenses incurred in collecting past due accounts, including court costs and attorney fees, shall be added to the amount due. Please note that photos appearing in this proposal represent sample configurations and are provided for general information only. Please refer to written descriptions for specifications of equipment to be provided under this proposal.

**SIGNATORY PAGE: Please sign below and return to CLS with your Purchase Order(s).  
Read, Agreed to, and Signed by:**

Approved Customer Representative:

Name: Lisa A. Franz Title: Director, Purchasing

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

For CLS:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**PROPOSAL  
FOR A STEM SMARTLAB™ LEARNING  
ENVIRONMENT FOR**

**Frank Academy  
Oxnard, California**

**DECEMBER 8, 2017**



*“By providing a high-quality education we can hope to achieve a better world. If an engaging STEM curriculum is the pathway to that goal, then I am blessed to have a SmartLab as my means of transportation.” NASA Outstanding STEM Teacher 2011*



**Version 3 -RFP Response**



## Contact Information

### Creative Learning Systems

Creative Learning Systems designs and implements engaging STEM learning environments to build 21<sup>st</sup> century skills. Combining cutting-edge technology with standards-based curriculum, we help provide students of all ability levels with challenging and engaging learning opportunities. Students learn to use and apply technology. They learn to manage projects and problem solve. They communicate and collaborate. They build skills necessary to compete in our global economy.

Creative Learning Systems corporate offices are in Longmont, Colorado.

Web site: <http://www.creativelearningsystems.com>  
Address: 1140 Boston Avenue  
Longmont, CO 80501  
Phone: (303) 772-6400 or (800) 458-2880  
Fax: (303) 772-6422

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## Introduction and Overview

Creative Learning Systems has successfully installed STEM learning environments in hundreds of schools nationwide. Our partners include public, charter and private schools serving a wide range of student populations and encompassing varied educational philosophies and program objectives. The common thread among Creative Learning Systems' clients is a desire to engage, motivate and empower learners to build 21<sup>st</sup> century skills and to prepare their students to compete in a global economy.

Our turnkey learning environments feature fully integrated systems of hardware, software, furnishings, online curriculum, educational kits, manipulatives, professional development, assessment tools, ongoing support, training, enhancement and upgrade services. Creative Learning Systems' hosted curriculum integrates technology education with core academic subjects using a project-based approach to learning. We empower both teachers and students to develop and explore areas of personal interest, while meeting state and national standards.

The environments we design help students learn about technology, but more importantly, students learn how to *use* technology. Therefore, as technology changes students can quickly and effortlessly adapt. In a Creative Learning Systems environment, technology also functions as a learning tool. Students learn critical problem-solving skills in a multidisciplinary environment. They have numerous opportunities to apply principles of math, science, language arts and other academic disciplines in engaging, relevant ways. As they create and present portfolios of their work, they develop communication skills vital to scholastic and professional success.

***In an elementary school SmartLab***, students develop foundational technology skills in mechanics and structures, robotics, circuitry, science and data acquisition, computer graphics, and publishing and multimedia. Students learn how to develop project objectives and document their learning in ePortfolios, daily journals and project presentations. The elementary SmartLab is designed to support rotational learning engagements in upper elementary grades and whole-class, teacher led activities for younger learners.

***In a middle school SmartLab***, students begin to explore a wider range of technology including professional-standard software applications. Middle school SmartLab curriculum explores the scientific principles behind each system of technology in more detail and encourages a greater understanding of academic connections. Projects become more open-ended and learners are encouraged to adapt and expand projects to fit their own interests and connect with academic content from their other classes. Expectations for ePortfolio documentation and presentations are higher and students begin to self-assess performance along with their facilitator.

***In a high school SmartLab***, students who have been through the middle school program are encouraged to explore specific areas of technology, such as digital media arts, robotics, or alternative and renewable energy in more depth. High school learners are often ready to engage in extended projects of their own design that utilize a broader variety of technology tools and bridging multiple academic subject areas.

The principles that guide the custom design of each Creative Learning Systems learning environment are based on leading-edge research into *how* people learn. Educational theories of constructivism, brain-based learning and multiple intelligences are combined with over 20 years of field testing, research, development and program refinement. The result is a powerful STEM learning environment that engages learners of all abilities and opens new doors to academic and personal success.

A key element of Creative Learning Systems reputation as a reliable partner in education is our ongoing commitment to service and support. With each new learning environment, Creative Learning Systems provides extensive, on-site professional development and technical training. Facilitators have numerous opportunities for further professional development as well as access to the advice and support of an active community of SmartLab facilitators in other schools. Creative Learning Systems has been at the forefront of learning technologies for over 20 years and, as an educational partner, you have access to ongoing consultative services from our team of experts. At Creative Learning Systems, we are fully committed to the long term success of your school, your staff, and your students. That's our promise.

Another important factor that sets us apart from other STEM education providers are the key distinctions between the SmartLab and modules-based programs. First, the SmartLab is designed for **personalized learning**, as a student-centered learning environment. Autonomy and self-direction are encouraged and rewarded. SmartLabs are designed and provisioned with a wide array of technology and learning resources to support learners with different interests and abilities.

SmartLab learning engagements are academically-oriented activities **designed to focus on the development of 21<sup>st</sup> century skills** - critical thinking, problem solving, collaboration, communication and project management. Learners explore science, math and engineering (STEM) through applied technology; also building connections to social studies, language arts and other academic subjects along the way.

SmartLabs provide for **authentic assessment** of learning based on portfolios developed and presented by students to evidence project work and document learning. The SmartLab is a **fully-customized learning environment** designed specifically for each school in collaboration with educators, administrators and other school staff. The goal of the program; whether stand alone or used to enhance an existing curriculum, is to engage students and help develop 21<sup>st</sup> century skills.

SmartLab professional development is provided through **onsite instruction by a CLS specialist** and all ongoing support is also provided directly by Creative Learning Systems. Schools are encouraged to include additional staff members in the initial training and orientation, at no added cost to help increase awareness and practice of the "student centered" learning approach throughout the school.

SmartLabs are designed to provide resources and practices that can **support STEM education throughout an entire school system** - using the SmartLab as an interdisciplinary center of application..

For all of these reasons, we are proud to present this Proposal for a Creative Learning Systems STEM SmartLab program to **Frank Academy**.

*"Of all the investments we make in educational technology, the SmartLab has been the most effective in actually putting technology in the hands of our students."*

*Dr. Velma Villegas, Superintendent  
Southwest Independent School District TX*

## **Deliverables and Price**

This section provides the details about the purchase price and lists the deliverables. More information about the deliverables can be found in the following sections.

### **Deliverables**

The purchase price includes:

### **Design and Implementation**

- SmartLab system design, consulting, and planning services; including specific facility requirements.
- Network consultative services and coordination with selected wiring contractor
- Setup, installation, testing and configuration of all furniture, hardware, equipment, computers, software, and printers to be used within the SmartLab.
- Coordination and installation of all school owned software within the SmartLab environment.
- Imaging of all SmartLab client workstations and servers for easy recovery.

### **Deliverables**

- **Six Island SmartLab™ for up to 36 learners**
- All furniture work/learn stations, Power Pylons™, and Ceiling Power Panels
- Specifications for Customer-purchased Windows based personal computers and software
- Creative Learning Systems Learning Launcher Curriculum with supportive kits and resources for a 36 student course offering
- Creative Learning Systems ePortfolio Assessment System
- All equipment, furnishings, kits, apparatus, libraries, curriculum and software described in the following sections. (See Attachment A for specific list of deliverables)

### **Professional Development and Support**

- **Four days of onsite** professional development and technical training
- Advanced Facilitator Development Conference Tuition Slot
- Curriculum and Support Agreement (CSA) \$5,000 per year:
  - ✓ Access to hosted Learning Launcher Curriculum including all available updates and additions
  - ✓ Access to hosted Facilitator Resources including all available updates and additions
  - ✓ Unlimited telephone and online technical & pedagogical support
  - ✓ Up to three days additional onsite professional development in the event of facilitator turnover
  - ✓ Discounted rate for onsite technical support and/or additional professional development
  - ✓ Discounted tuition for future Advanced Facilitator Development Conference (AFDC)
  - ✓ Up to \$1,000 per year in enhancement and replacement parts from the SmartLab catalog

### **Additional Frank Academy SmartLab elements outlined within include:**

- Facilitation Zone
- Custom configured Dell server
- SmartLab Media Systems/Integration Services
- SCRS™ (SmartLab Computer Restoration System)
- Replication Platform™
- Construction Set Storage System with Replacement Construction Sets for Each Class Period
- LCD Monitor Arms
- Video Production Workstations™
- Advanced Exploration Collection
- Presentation/Collaboration Collection with the Seventy- Five inch LED display
- Computer Control Monitoring System
- Professional Development Description

## Purchase Price

The total purchase price for the Creative Learning SmartLab described herein is a firm quotation valid for sixty (60) calendar days. All amounts are (US) dollars and the purchase price is F.O.B. destination.

Consultation/Design Services	\$10,000.00
IT Services-Network, Server Integration	\$2,500.00
Installation Services	\$12,000.00
Professional Development	\$6,000.00
Technical and Operational Support	\$17,617.55
One-year Comprehensive Warranty	\$3,523.51
Curriculum	\$10,500.00
AFDC Tuition	\$850.00
Shipping	\$11,699.58
Equipment	\$25,011.81
Collaboration Clusters and Storage Systems	\$47,283.80
Construction Sets	\$21,355.02
Libraries and Second Party Curriculum	\$2,171.39
Software	\$6,413.33
Prepaid 5 Year Curriculum and Support Agreement	<u>\$22,500.00</u>
<b>Subtotal</b>	<b>\$199,426.00</b>
California State Tax on Goods (7.75% on Goods Only)	<u>\$7,923.24</u>
<b>Total</b>	<b>\$207,349.24</b>

### Required but not included:

Estimated Cost of CLS Specified Computers:	\$ 26,822
Estimated Cost of Seating:	\$ 5,726
Estimated Cost of Seating for the Presentation/Collaboration Collection:	\$ 1,387
Customer Facility Improvements:	TBD

This quotation replaces all previous quotations sent prior to 12/8/2017.

Important to Note: The price for the Curriculum and Support Agreement is \$5,000 annually and runs July 1<sup>st</sup> to June 30<sup>th</sup>. This five year agreement may be paid in full at the time of the initial SmartLab purchase or billed annually. The price per year is locked-in once the agreement is signed.

## Exclusions

The Frank Academy SmartLab, as proposed, is a complete full-featured learning environment. The only exclusions are seating, facility improvements, removal of trash and debris, client computer hardware, and **network virus protection**. The customer must provide these items.

### Detailed Exclusions:

- Seating – Student and Teacher Chairs should be supplied for the SmartLab by the customer. Student chairs should be adjustable in height and have casters. Creative Learning Systems recommends the Virco SGTASK18 for student chairs and can make additional recommendations if necessary. Creative Learning Systems recommends the Virco SGTASK18AL series task chair with arms for the facilitator. Thirty-six (36) student chairs and one (1) facilitator chair should be supplied. Additional seating is required for the presentation/collaboration zone. These chairs do not need pneumatic lift adjustment or casters. They can be standard school stack chairs. Creative Learning Systems recommends the Virco SG4-18 stack chair. Ten (10) student chairs are should be supplied.

- Facility Improvements – Electrical and data network services should be installed as per the electrical and data layers of the plan view drawing. Optional facility improvements include anti-static carpeting, dropped acoustical ceiling, marker and tack boards, paint, etc. Creative Learning Systems prides itself on working with district/school administrators and school district architects on final room preparation and provisioning.
- Removal of Trash and Debris – The SmartLab environment creates a large amount of trash and debris during the installation process. It is recommended that the district/school provide a 20 yard open top dumpster or equivalent for disposal of all packing materials associated with the SmartLab. Creative Learning Systems is committed to participating in your LEED (Leadership in Energy and Environmental Design) project/certification, and will follow each customers instruction during the implementation process.
- CLS Specified Computers and Software – See Attachment B.

## SmartLab Curriculum and Support Agreement Tier 1 - Middle/High School

This SmartLab Curriculum and Support Agreement (“Agreement”) is made on January 17, 2018 and entered into between Creative Learning Systems, LLC (“CLS”), and Frank Academy (“Partner School”).

Partner School Information		Partner School Contact Information	
<b>Name:</b>	Frank Academy	<b>Contact Name(s):</b>	
<b>Street Address:</b>	701 N. Juanita Avenue	<b>Contact Role:</b>	
<b>City, State, Zip:</b>	Oxnard, CA 93030	<b>Phone(s):</b>	
<b>Phone:</b>		<b>Fax:</b>	
<b>Web Site:</b>		<b>Email:</b>	
<b>Primary Facilitator:</b>			

**Term of Agreement:** July 1, 2018 through June 30, 2023 (“Term”)

**Payment Schedule:**

**Due Upon Execution:** \$5,000 (for the contract period July 1, 2018 through June 30, 2019)  
**Due June 30, 2019:** \$5,000 (for the contract period July 1, 2019 through June 30, 2020)  
**Due June 30, 2020:** \$5,000 (for the contract period July 1, 2020 through June 30, 2021)  
**Due June 30, 2021:** \$5,000 (for the contract period July 1, 2021 through June 30, 2022)  
**Due June 30, 2022:** \$5,000 (for the contract period July 1, 2022 through June 30, 2023)

**Summary of Services and Benefits to be provided by CLS to Partner School (see details below):**

- School-wide access to online Learning Launcher Curriculum (including all available updates and additions)
- School-wide access to ePortfolio and hosted Facilitator Resources (including all available updates and additions)
- Unlimited telephone and online pedagogical and technical support
- \$1,000 annual catalog credit for enhancements and replacement parts
- Onsite professional development in the event of Facilitator turnover
- 50% discounted tuition for Advanced Facilitator Development Conference
- 10% discount for other services including onsite technical support and additional professional development

**Additional Terms:**

**Contract Term:** This Agreement shall run through the full Term as specified above unless cancelled by Partner School in accordance with the terms of this Agreement.

**Cancellation:** Partner School may cancel this Agreement prior to any annual contract period by providing written notice to CLS of its intent to cancel this Agreement at least 90 days prior to a contract period start date as specified above.

**Pre-payment:** A 10% discount on the above fees shall be applied on a pre-paid five year contract. All fees paid pursuant to this Agreement are non-refundable.

**Hosted Curriculum, ePortfolio and Facilitator Resources:** School-wide access to all available SmartLab online curriculum and resources including Learning Launchers, ePortfolio System and Facilitator resources including updates and additions.



**Professional Development:** Partner School shall designate a Primary Facilitator under this Agreement. In the event of turnover of the Primary SmartLab Facilitator at the Partner School, CLS will, upon request, provide one professional development trip of up to three consecutive days per contract term. Professional development for teaching staff other than the Primary Facilitator, and for equipment, if any, requiring specialized training (such as student broadcast studio, laser engraver, etc.) are not covered under this provision but is available at the discounted rate described below. Professional Development will be provided at the Partner School's location at a time mutually convenient for both parties. Please note that CLS relies on a select group of experienced, trained personnel for this service and advance notice is typically required to schedule professional development, especially during summer months. Additional professional development will be available to Partner School on a preferred scheduling basis at a 10% discount from then current rates at the time of training (please contact CLS for professional development rate information).

**AFDC Tuition:** Partner School will receive a 50% discount on the then current tuition rate for any staff members attending the annual CLS' Advanced Facilitator Development Conference (AFDC). This conference is typically held in June of each year with specific dates and locations to be announced. Travel and other incidental expenses are the responsibility of Partner School or its designated staff member and are not covered under this provision.

**Catalog Credit:** Partner School shall receive an annual credit of \$1,000 towards purchases through the SmartLab Enhancement Catalog for each contract period. This credit may be applied to merchandise and applicable shipping charges. \$1,000 catalog credits must be used during each applicable contract period and may not be carried over from one contract period to another.

**Technical and Pedagogical Support:** Partner School is entitled to unlimited toll-free telephone and remote computer support. Partner School will receive a 10% discount on the then current rate for any requested onsite technical support.

**Taxes:** Partner School shall pay all sales, use and excise taxes, and all other taxes and duties, if applicable, on goods and services provided under this agreement.

**Transferability:** All services and benefits are non-transferrable and shall be provided only to Partner School listed above.

**Execution of Service Agreement**

By signing below you certify that you have read and agree to the Terms and Conditions of this Agreement and that you are authorized to sign this Agreement on behalf of the Partner School.

Please return a fully completed and signed copy of this Agreement to:

Creative Learning Systems, LLC  
1140 Boston Ave.  
Longmont, CO 80501  
Fax: 303-772-6422

For Partner School:

Signature: \_\_\_\_\_

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

Print Name: Lisa A. Franz

Title: Director, Purchasing

For CLS:

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Purchase Agreement

Whereas Fremont Academy ("Customer") desires to purchase, and Creative Learning Systems, LLC ("Creative Learning Systems" or "CLS") desires to sell, goods and services as described in the attached Proposal, Customer and CLS agree as follows:

### PAYMENT TERMS

Payment shall be made to Creative Learning Systems and tendered according to the following schedule:  
25% of Purchase Price - due as deposit with submission of customer's purchase order  
75% of Purchase Price - due upon delivery of factory-wrapped goods to customer's designated delivery location

*Payments by credit card are subject to an additional 3% credit card processing surcharge.*

**PURCHASE ORDERS:** Purchase orders must be made out to Creative Learning Systems LLC, 1140 Boston Avenue Longmont CO 80501. Facsimiles will be accepted *pending receipt of original purchase order* (Fax to 303-772-6422 Attention: Shelley Nault).

### Purchase Order(s) Item Description(s):

SmartLab Learning Environment for \$151,032.00  
Curriculum & Support Agreement for \$22,500.00  
7.75% California Sales Tax for \$6,808.21  
Per CLS Proposal Dated December 8, 2017

**WHOLE UNIT:** The instructional plan for this Learning Environment is based on the inclusion of all of the fixtures, equipment, courseware, and supplies listed here. This Proposal is a complete system, and is offered for purchase only on a whole-unit basis.

**SUBSTITUTION:** Creative Learning Systems attempts to provision each of its learning environments using the most current technologies and the most effective learning resources available at the time of implementation. We therefore reserve the right to make equivalent or better substitutions for item(s) described herein.

**PROJECT TIMELINE:** Delivery, installation, and training shall be scheduled on dates mutually acceptable to Customer and CLS. Please note that typical lead times from receipt of purchase order and completion of Purchase Order Checklist items (see attached) to delivery of orders typically ranges from eight to twelve weeks depending on the degree of customization, availability of materials and supplies, and seasonal demand). You will be responsible for ensuring that the facility is ready for installation on the agreed upon date including electrical and data services, finished flooring and a secure room. **If the facility is not ready for installation on the agreed upon date, installation may be rescheduled and may be subject to fees for additional travel and labor.** Installation typically takes three to five days. Professional development and technical training is typically scheduled as soon after installation as is practical for both parties. Time is of the essence in the execution and fulfillment of this agreement and each party agrees to use its best efforts to carry out its obligations and responsibilities as stated herein.

**CHANGE ORDERS:** This Agreement constitutes a binding contract to purchase the goods and services described in the Proposal. Customer modifications to this order after issuance of a purchase order are subject to the sole discretion of CLS and may result in additional charges and/or restocking fees. Adjustments for cancelled items shall be applied to substitute goods as mutually agreed or credited towards the purchase of future goods. Software purchases may not be cancelled or changed after receipt of purchase order. CLS shall submit all change orders to Customer in writing for prior approval.

**OTHER TERMS AND PROVISIONS:** Customer shall issue a valid Purchase Order referencing this Proposal consistent with the terms of this Agreement. The State of Colorado shall govern the interpretation of this agreement, and it is expressly understood that Boulder County, Colorado, is the exclusive forum for any disputes arising under this agreement. Any expenses incurred in collecting past due accounts, including court costs and attorney fees, shall be added to the amount due. Please note that photos appearing in this proposal represent sample configurations and are provided for general information only. Please refer to written descriptions for specifications of equipment to be provided under this proposal.

**SIGNATORY PAGE:** Please sign below and return to CLS with your Purchase Order(s).  
**Read, Agreed to, and Signed by:**

Approved Customer Representative:

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

For CLS:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PROPOSAL  
FOR A STEM/COMMUNICATION MEDIA  
ARTS SMARTLAB™ LEARNING  
ENVIRONMENT FOR**

**Fremont Academy  
Oxnard, California**

**DECEMBER 8, 2017**



*"By providing a high-quality education we can hope to achieve a better world. If an engaging STEM curriculum is the pathway to that goal, then I am blessed to have a SmartLab as my means of transportation." NASA Outstanding STEM Teacher 2011*



**Version 2 - RFP Response**

## Contact Information

### Creative Learning Systems

Creative Learning Systems designs and implements engaging STEM learning environments to build 21<sup>st</sup> century skills. Combining cutting-edge technology with standards-based curriculum, we help provide students of all ability levels with challenging and engaging learning opportunities. Students learn to use and apply technology. They learn to manage projects and problem solve. They communicate and collaborate. They build skills necessary to compete in our global economy.

Creative Learning Systems corporate offices are in Longmont, Colorado.

Web site: <http://www.creativelearningsystems.com>  
Address: 1140 Boston Avenue  
Longmont, CO 80501  
Phone: (303) 772-6400 or (800) 458-2880  
Fax: (303) 772-6422

### Principle Contacts:

Corey Zilli  
Regional Sales Manager  
(303) 772-6400 Ext. 126 or 800-458-2880 Ext. 126  
Mobile - (951) 202-7690  
[czilli@creativelearningsystems.com](mailto:czilli@creativelearningsystems.com)

Shelley Nault  
Director of Operations  
(303) 772-6400 Ext. 723 or 800-458-2880 Ext. 723  
[snault@creativelearningsystems.com](mailto:snault@creativelearningsystems.com)

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President  
(303) 772-6400 Ext. 105 or 800-458-2880 Ext. 105  
[gnelson@creativelearningsystems.com](mailto:gnelson@creativelearningsystems.com)

Matt Dickstein  
Chief Executive Officer  
(303) 772-6400 Ext. 102 or 800-458-2880 Ext. 102  
[mdickstein@creativelearningsystems.com](mailto:mdickstein@creativelearningsystems.com)

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## Introduction and Overview

Creative Learning Systems has successfully installed STEM/Communications Media Arts (CMA) learning environments in hundreds of schools nationwide. Our partners include public, charter and private schools serving a wide range of student populations and encompassing varied educational philosophies and program objectives. The common thread among Creative Learning Systems' clients is a desire to engage, motivate and empower learners to build 21<sup>st</sup> century skills and to prepare their students to compete in a global economy.

Our turnkey learning environments feature fully integrated systems of hardware, software, furnishings, online curriculum, educational kits, manipulatives, professional development, assessment tools, ongoing support, training, enhancement and upgrade services. Creative Learning Systems' hosted curriculum integrates technology education with core academic subjects using a project-based approach to learning. We empower both teachers and students to develop and explore areas of personal interest, while meeting state and national standards.

The environments we design help students learn about technology, but more importantly, students learn how to *use* technology. Therefore, as technology changes students can quickly and effortlessly adapt. In a Creative Learning Systems environment, technology also functions as a learning tool. Students learn critical problem-solving skills in a multidisciplinary environment. They have numerous opportunities to apply principles of math, science, language arts and other academic disciplines in engaging, relevant ways. As they create and present portfolios of their work, they develop communication skills vital to scholastic and professional success.

***In an elementary school SmartLab***, students develop foundational technology skills in mechanics and structures, robotics, circuitry, science and data acquisition, computer graphics, and publishing and multimedia. Students learn how to develop project objectives and document their learning in ePortfolios, daily journals and project presentations. The elementary SmartLab is designed to support rotational learning engagements in upper elementary grades and whole-class, teacher led activities for younger learners.

***In a middle school SmartLab***, students begin to explore a wider range of technology including professional-standard software applications. Middle school SmartLab curriculum explores the scientific principles behind each system of technology in more detail and encourages a greater understanding of academic connections. Projects become more open-ended and learners are encouraged to adapt and expand projects to fit their own interests and connect with academic content from their other classes. Expectations for ePortfolio documentation and presentations are higher and students begin to self-assess performance along with their facilitator.

***In a high school SmartLab***, students who have been through the middle school program are encouraged to explore specific areas of technology, such as digital media arts, robotics, or alternative and renewable energy in more depth. High school learners are often ready to engage in extended projects of their own design that utilize a broader variety of technology tools and bridging multiple academic subject areas.

The principles that guide the custom design of each Creative Learning Systems learning environment are based on leading-edge research into *how* people learn. Educational theories of constructivism, brain-based learning and multiple intelligences are combined with over 20 years of field testing, research, development and program refinement. The result is a powerful STEM/CMA learning environment that engages learners of all abilities and opens new doors to academic and personal success.

A key element of Creative Learning Systems reputation as a reliable partner in education is our ongoing commitment to service and support. With each new learning environment, Creative Learning Systems provides extensive, on-site professional development and technical training. Facilitators have numerous opportunities for further professional development as well as access to the advice and support of an active community of SmartLab facilitators in other schools. Creative Learning Systems has been at the forefront of learning technologies for over 20 years and, as an educational partner, you have access to ongoing consultative services from our team of experts. At Creative Learning Systems, we are fully committed to the long term success of your school, your staff, and your students. That's our promise.

Another important factor that sets us apart from other STEM/CMA education providers are the key distinctions between the SmartLab and modules-based programs. First, the SmartLab is designed for **personalized learning**, as a student-centered learning environment. Autonomy and self-direction are encouraged and rewarded. SmartLabs are designed and provisioned with a wide array of technology and learning resources to support learners with different interests and abilities.

SmartLab learning engagements are academically-oriented activities **designed to focus on the development of 21<sup>st</sup> century skills** - critical thinking, problem solving, collaboration, communication and project management. Learners explore science, math and engineering (STEM) through applied technology; also building connections to social studies, language arts and other academic subjects along the way.

SmartLabs provide for **authentic assessment** of learning based on portfolios developed and presented by students to evidence project work and document learning. The SmartLab is a **fully-customized learning environment** designed specifically for each school in collaboration with educators, administrators and other school staff. The goal of the program; whether stand alone or used to enhance an existing curriculum, is to engage students and help develop 21<sup>st</sup> century skills.

SmartLab professional development is provided through **onsite instruction by a CLS specialist** and all ongoing support is also provided directly by Creative Learning Systems. Schools are encouraged to include additional staff members in the initial training and orientation, at no added cost to help increase awareness and practice of the "student centered" learning approach throughout the school.

SmartLabs are designed to provide resources and practices that can **support STEM/CMA education throughout an entire school system** - using the SmartLab as an interdisciplinary center of application.

For all of these reasons, we are proud to present this Proposal for a Creative Learning Systems STEM/CMA SmartLab program to **Fremont Academy**.

*"Of all the investments we make in educational technology, the SmartLab has been the most effective in actually putting technology in the hands of our students."*

*Dr. Velma Villegas, Superintendent  
Southwest Independent School District TX*



## **Deliverables and Price**

This section provides the details about the purchase price and lists the deliverables. More information about the deliverables can be found in the following sections.

### **Deliverables**

The purchase price includes:

#### **Design and Implementation**

- SmartLab system design, consulting, and planning services; including specific facility requirements.
- Network consultative services and coordination with selected wiring contractor
- Setup, installation, testing and configuration of all furniture, hardware, equipment, computers, software, and printers to be used within the SmartLab.
- Coordination and installation of all school owned software within the SmartLab environment.
- Imaging of all SmartLab client workstations and servers for easy recovery.

### **Deliverables**

- **Three Peninsula, Three Island SmartLab™ for up to 36 learners**
- All furniture work/learn stations
- Specifications for Customer-purchased Windows based personal computers and software
- Creative Learning Systems Learning Launcher Curriculum with supportive kits and resources for a 36 student course offering
- Creative Learning Systems ePortfolio Assessment System
- All equipment, furnishings, kits, apparatus, libraries, curriculum and software described in the following sections. (See Attachment A for specific list of deliverables)

#### **Professional Development and Support**

- **Four days of onsite** professional development and technical training
- Advanced Facilitator Development Conference Tuition Slot
- Curriculum and Support Agreement (CSA) \$5,000 per year:
  - ✓ Access to hosted Learning Launcher Curriculum including all available updates and additions
  - ✓ Access to hosted Facilitator Resources including all available updates and additions
  - ✓ Unlimited telephone and online technical & pedagogical support
  - ✓ Up to three days additional onsite professional development in the event of facilitator turnover
  - ✓ Discounted rate for onsite technical support and/or additional professional development
  - ✓ Discounted tuition for future Advanced Facilitator Development Conference (AFDC)
  - ✓ Up to \$1,000 per year in enhancement and replacement parts from the SmartLab catalog

#### **Additional Fremont Academy SmartLab elements outlined within include:**

- Facilitation Zone – customer supplied
- Custom configured Dell server
- SmartLab Media Systems/Integration Services
- SCRS™ (SmartLab Computer Restoration System)
- Replication Platform™ - utilizing existing casework
- Construction Set Storage System with Replacement Construction Sets for Each Class Period
- LCD Monitor Arms
- Video Production Workstations™
- Advanced Exploration Collection
- Presentation/Collaboration Collection with the sixty-five inch LED display
- Computer Control Monitoring System
- Professional Development Description

## Purchase Price

The total purchase price for the Creative Learning SmartLab described herein is a firm quotation valid for sixty (60) calendar days. All amounts are (US) dollars and the purchase price is F.O.B. destination.

Consultation/Design Services	\$10,000.00
IT Services-Network, Server Integration	\$2,500.00
Installation Services	\$12,000.00
Professional Development	\$6,000.00
Technical and Operational Support	\$10,583.01
One-year Comprehensive Warranty	\$2,116.60
Curriculum	\$10,500.00
AFDC Tuition	\$850.00
Shipping	\$8,634.49
Equipment	\$23,360.65
Collaboration Clusters and Storage Systems	\$33,845.02
Construction Sets	\$21,355.02
Libraries and Second Party Curriculum	\$2,171.39
Software	\$7,115.81
Prepaid 5 Year Curriculum and Support Agreement	<u>\$22,500.00</u>
<b>Subtotal</b>	<b>\$173,532.00</b>
California State Tax on Goods (7.75% on Goods Only)	<u>\$6,808.21</u>
<b>Total</b>	<b>\$180,340.21</b>

### Required but not included:

Estimated Cost of CLS Specified Computers:	\$ 26,822
Estimated Cost of Seating:	\$ 5,726
Customer Facility Improvements:	TBD

This quotation replaces all previous quotations sent prior to 12/8/2017.

Important to Note: The price for the Curriculum and Support Agreement is \$5,000 annually and runs July 1<sup>st</sup> to June 30<sup>th</sup>. This five year agreement may be paid in full at the time of the initial SmartLab purchase or billed annually. The price per year is locked-in once the agreement is signed.

## Exclusions

The Fremont Academy SmartLab, as proposed, is a complete full-featured learning environment. The only exclusions are seating, facility improvements, removal of trash and debris, client computer hardware, and **network virus protection**. The customer must provide these items.

### Detailed Exclusions:

- Seating – Student and Teacher Chairs should be supplied for the SmartLab by the customer. Student chairs should be adjustable in height and have casters. Creative Learning Systems recommends the Virco SGTASK18 for student chairs and can make additional recommendations if necessary. Creative Learning Systems recommends the Virco SGTASK18AL series task chair with arms for the facilitator. Thirty-six (36) student chairs and one (1) facilitator chair should be supplied.
- Facility Improvements – Electrical and data network services should be installed as per the electrical and data layers of the plan view drawing. Optional facility improvements include anti-static carpeting, dropped acoustical ceiling, marker and tack boards, paint, etc. Creative Learning Systems prides itself on working with district/school administrators and school district architects on final room preparation and provisioning.

- Removal of Trash and Debris – The SmartLab environment creates a large amount of trash and debris during the installation process. It is recommended that the district/school provide a 20 yard open top dumpster or equivalent for disposal of all packing materials associated with the SmartLab. Creative Learning Systems is committed to participating in your LEED (Leadership in Energy and Environmental Design) project/certification, and will follow each customers instruction during the implementation process.
- CLS Specified Computers and Software– See Attachment B.

## SmartLab Curriculum and Support Agreement Tier 1 - Middle/High School

This SmartLab Curriculum and Support Agreement (“Agreement”) is made on January 17, 2018 and entered into between Creative Learning Systems, LLC (“CLS”), and Fremont Academy (“Partner School”).

Partner School Information		Partner School Contact Information	
<b>Name:</b>	Fremont Academy	<b>Contact Name(s):</b>	
<b>Street Address:</b>	1130 N. M Street	<b>Contact Role:</b>	
<b>City, State, Zip:</b>	Oxnard, CA 93030	<b>Phone(s):</b>	
<b>Phone:</b>		<b>Fax:</b>	
<b>Web Site:</b>		<b>Email:</b>	
<b>Primary Facilitator:</b>			

**Term of Agreement:** July 1, 2018 through June 30, 2023 (“Term”)

**Payment Schedule:**

**Due Upon Execution:** \$5,000 (for the contract period July 1, 2018 through June 30, 2019)  
**Due June 30, 2019:** \$5,000 (for the contract period July 1, 2019 through June 30, 2020)  
**Due June 30, 2020:** \$5,000 (for the contract period July 1, 2020 through June 30, 2021)  
**Due June 30, 2021:** \$5,000 (for the contract period July 1, 2021 through June 30, 2022)  
**Due June 30, 2022:** \$5,000 (for the contract period July 1, 2022 through June 30, 2023)

**Summary of Services and Benefits to be provided by CLS to Partner School (see details below):**

- School-wide access to online Learning Launcher Curriculum (including all available updates and additions)
- School-wide access to ePortfolio and hosted Facilitator Resources (including all available updates and additions)
- Unlimited telephone and online pedagogical and technical support
- \$1,000 annual catalog credit for enhancements and replacement parts
- Onsite professional development in the event of Facilitator turnover
- 50% discounted tuition for Advanced Facilitator Development Conference
- 10% discount for other services including onsite technical support and additional professional development

**Additional Terms:**

**Contract Term:** This Agreement shall run through the full Term as specified above unless cancelled by Partner School in accordance with the terms of this Agreement.

**Cancellation:** Partner School may cancel this Agreement prior to any annual contract period by providing written notice to CLS of its intent to cancel this Agreement at least 90 days prior to a contract period start date as specified above.

**Pre-payment:** A 10% discount on the above fees shall be applied on a pre-paid five year contract. All fees paid pursuant to this Agreement are non-refundable.

**Hosted Curriculum, ePortfolio and Facilitator Resources:** School-wide access to all available SmartLab online curriculum and resources including Learning Launchers, ePortfolio System and Facilitator resources including updates and additions.

**Professional Development:** Partner School shall designate a Primary Facilitator under this Agreement. In the event of turnover of the Primary SmartLab Facilitator at the Partner School, CLS will, upon request, provide one professional development trip of up to three consecutive days per contract term. Professional development for teaching staff other than the Primary Facilitator, and for equipment, if any, requiring specialized training (such as student broadcast studio, laser engraver, etc.) are not covered under this provision but is available at the discounted rate described below. Professional Development will be provided at the Partner School's location at a time mutually convenient for both parties. Please note that CLS relies on a select group of experienced, trained personnel for this service and advance notice is typically required to schedule professional development, especially during summer months. Additional professional development will be available to Partner School on a preferred scheduling basis at a 10% discount from then current rates at the time of training (please contact CLS for professional development rate information).

**AFDC Tuition:** Partner School will receive a 50% discount on the then current tuition rate for any staff members attending the annual CLS' Advanced Facilitator Development Conference (AFDC). This conference is typically held in June of each year with specific dates and locations to be announced. Travel and other incidental expenses are the responsibility of Partner School or its designated staff member and are not covered under this provision.

**Catalog Credit:** Partner School shall receive an annual credit of \$1,000 towards purchases through the SmartLab Enhancement Catalog for each contract period. This credit may be applied to merchandise and applicable shipping charges. \$1,000 catalog credits must be used during each applicable contract period and may not be carried over from one contract period to another.

**Technical and Pedagogical Support:** Partner School is entitled to unlimited toll-free telephone and remote computer support. Partner School will receive a 10% discount on the then current rate for any requested onsite technical support.

**Taxes:** Partner School shall pay all sales, use and excise taxes, and all other taxes and duties, if applicable, on goods and services provided under this agreement.

**Transferability:** All services and benefits are non-transferrable and shall be provided only to Partner School listed above.

**Execution of Service Agreement**

By signing below you certify that you have read and agree to the Terms and Conditions of this Agreement and that you are authorized to sign this Agreement on behalf of the Partner School.

Please return a fully completed and signed copy of this Agreement to:

Creative Learning Systems, LLC  
1140 Boston Ave.  
Longmont, CO 80501  
Fax: 303-772-6422

For Partner School:

Signature: \_\_\_\_\_

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

Print Name: Lisa A. Franz

Title: Director, Purchasing

For CLS:

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

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

- 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** \_\_\_\_\_

**Approval of Notice of Completion, HVAC Design Build Services, RFQ/RFP #16-51 and Agreement #16-254 (Penanhoat/Fateh)**

---

The contractor, EMCOR Services Mesa Energy Systems Inc., has completed the work of RFQ/RFP #16-51 and Agreement #16-254 to perform the work for HVAC Design Build Services, as of November 15, 2017. It is recommended that the Board of Trustees approve the Notice of Completion for this project, which will be filed by the District with the County Recorder’s Office.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for RFQ/RFP #16-51 and Agreement #16-254, HVAC Design Build Services, with EMCOR Services Mesa Energy Systems Inc.

**ADDITIONAL MATERIALS:**

**Attached:**     Notice of Completion (1 Page)

Return Recorded Notice of Completion to:  
Lisa A. Franz  
Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030

**NO FEE PER GOVT CODE 27383**

**NOTICE OF COMPLETION**

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: RFQ/RFP #16-51 and Agreement #16-254, HVAC Design Build Services – Prop. 39 at the following sites:

- Fremont School, 1130 North M Street, Oxnard, CA 93030
- Frank School, 701 North Juanita Avenue, Oxnard, CA 93030
- Rose Avenue School, 220 S. Driskill Street, Oxnard, CA 93030
- San Miguel School, 2400 South J Street, Oxnard, CA 93033

That on or about the 19th day of April, 2017 the said Oxnard School District of Ventura County entered into a contract with EMCOR Services Mesa Energy Systems Inc. for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 15th day of November, 2017; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By \_\_\_\_\_  
Secretary of its Board of Trustees

STATE OF CALIFORNIA     )  
COUNTY OF VENTURA    )

Cesar Morales, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

\_\_\_\_\_  
Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

\_\_\_\_\_  
\_\_\_\_\_

# BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 01/17/18

- 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 OF RESOLUTION #17-17 TO RE-OPEN DEFERRED MAINTENANCE FUND (FUND 140) (Penanhoat/Crandall Plasencia)**

Prior to 2014, the Deferred Maintenance Fund (Fund 140) was used to account separately for state apportionments and the district's contributions for Deferred Maintenance purposes. With the change to the Local Control Funding Formula (LCFF) it was determined that Deferred Maintenance monies were a part of the General Fund and therefore did not require separate accounting at the Fund level. On August 20, 2014, the Board of Trustees approved Resolution #14-08 closing the Restricted Deferred Maintenance Fund 140. An Unrestricted General Fund Resource (0140) was subsequently established in order to account for Deferred Maintenance monies.

It has since become evident that the needs of the district are better served by managing Deferred Maintenance monies in a separate, Restricted fund. The administration requests the Board's approval to re-open the Restricted Deferred Maintenance Fund (Fund 140) and commit the balance of Unrestricted General Fund Resource 0140 back to a Restricted Fund 140.

Resolution #17-17 is presented herewith for the Board's consideration.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees approve Resolution #17-17 to re-open the Oxnard School District Restricted Deferred Maintenance Fund (Fund 140) as outlined above.

### **ADDITIONAL MATERIAL**

Attached: Resolution #17-17 (2 pages)



**RESOLUTION #17-17**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD  
SCHOOL DISTRICT TO RE-OPEN DEFERRED MAINTENANCE FUND  
(FUND 140)**

WHEREAS, Oxnard School District has historically accounted separately for Deferred Maintenance Funds in a Restricted Fund 140; and

WHEREAS, under the Local Control Funding Formula (LCFF) it was determined that Oxnard School District no longer needed to maintain a separate fund for Deferred Maintenance Funds,

WHEREAS, on August 20, 2014 the Oxnard School District Board of Trustees directed the Administration to close the Restricted Deferred Maintenance Fund 140; and

WHEREAS, an Unrestricted General Fund Resource (0140) was subsequently established for accounting of these monies within the General Fund; and

WHEREAS, it has since become evident that the needs of the district are better served by managing Deferred Maintenance monies in a separate, Restricted fund; and

WHEREAS, Oxnard School District administration desires to re-open the Restricted Deferred Maintenance Fund 140, eliminate the Deferred Maintenance Resource 0140 from the Unrestricted General Fund, and commit the balance of Unrestricted General Fund Resource 0140 back to a Restricted Fund 140.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District directs the administration to re-open the Restricted Deferred Maintenance Fund (Fund 140); and

BE IT FURTHER RESOLVED, that the Board of Trustees of the Oxnard School District directs the administration to eliminate the Unrestricted General Fund Resource 0140; and

BE IT FURTHER RESOLVED, that the Board of Trustees of the Oxnard School District directs the administration to commit the balance of Unrestricted General Fund Resource 0140 back to a Restricted Fund 140.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 17<sup>th</sup> day of January, 2018.

Signed:

---

President of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

---

Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

**CLERK'S CERTIFICATE**

I, Ernest Morrison, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #17-17 adopted at a regular meeting place thereof on the 17<sup>th</sup> day of January, 2018, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: January 17, 2018

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

**BOARD AGENDA ITEM**

Name of Contributor: Dr. Cesar Morales

Date of Meeting: January 17, 2018

- 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 \_\_\_\_\_

**Approval and Adoption of the December 2017 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Morales/Penanhoat/CFW)**

At the December 6, 2017 regularly scheduled board meeting, the Board received the December 2017 Semi-Annual Implementation Program Update as an adjustment to Master Construct and Implementation Program (Program) and received a detailed presentation by CFW at that meeting.

This update is the second semi-annual update to the Board since establishment of the now-integrated Program adopted by the Board in January 2017. The report is also the tenth in a series of updates linked to the original 2013 Implementation Program, and reflects conditions of the District’s Program between the June 2017 adoption and the time of this document’s publishing in December 2017. Updates are provided on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Recommendations are provided for consideration and further action by the Board over the next six-month period.

The District is in the fifth year of implementing academic programs that focus on student collaboration, communication, problem solving and producing projects that demonstrate mastery of the curriculum by creating Academic Strand Focus and Academy programs. These programs continue to be the driver of facilities improvements and educational technology integration, and continue to be integrated into the school’s overall educational vision and related enrichment activities related to the academic themes.

The Master Construct and Implementation Program integrates efforts associated with the implementation of Measure “R” and Measure “D”. All Phase 1 Measure “R” facility

improvements under the Basic Program are either completed or under construction. Completed efforts include the acquisition of the Seabridge K-5 elementary school site, Kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus. Projects under construction include continued reconstruction efforts for the new Lemonwood K-8 school and new Elm K-5 campus, a new 12-classroom building at Marshall elementary school, and a new child development center/Kindergarten annex at Harrington Elementary School.

Measure “D” projects have moved forward including the submittal of the McKinna reconstruction project to the Division of State Architect, active design for the reconstruction of Rose Avenue K-5 and new Seabridge K-5 schools, and modular construction of Kindergarten/flex classroom projects at four school sites. The new elementary and middle school site at Doris Avenue and Patterson Road has also undergone continued active negotiation and planning, including the completion of a Draft Environmental Impact Report for public review.

The overall Program projects, budgets, sequencing, and timelines continue to be reviewed and adjusted by the Board on a six-month interval since the Program’s inception in 2013.

### **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 has been adjusted to approximately \$451.1 million. The increase is the result of the addition of proceeds from the District’s Certificates of Participation Series 2016 for the acquisition of a new elementary and middle school site at Doris/Patterson. Offsetting the increase in Certificates of Participation (COPs) proceeds is a reduction in G.O. bond proceeds to reflect the net proceeds, absent the cost of issuance, that have been made available to the Program under Measure “R”. Proposed uses have been adjusted to provide previously Board approved increases to current projects due to specific project construction needs and required professional services. Based on the State’s delay and projected new schedule for funding submitted applications for State aid reimbursements, a significant amount of projected State Aid funds have been moved into Phase 3 and 4 of the program from Phase 2.

### **RECOMMENDATION**

It is the recommendation of the District’s Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board accept and adopt the December 2017 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.

### **ADDITIONAL MATERIAL**

Attached: December 2017 Semi-Annual Implementation Program Update Report (68 pages)



December 2017



OXNARD  
SCHOOL  
DISTRICT

# MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees



**CFW**  
*Planning and Financing Better  
Schools for California Students*



Prepared by:

**Caldwell Flores Winters**

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For:

**Oxnard School District**

1051 South A Street  
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**Board of Trustees**

Ernest Morrison, President  
Debra M. Cordes, Clerk  
Denis O'Leary, Trustee  
Veronica Robles-Solis, Trustee  
Monica Madrigal Lopez, Trustee

**District Administrators**

Dr. Cesar Morales, Superintendent  
Janet Penanhoat, Assistant Superintendent, Business and Fiscal Services  
Robin Freeman, Assistant Superintendent, Educational Services  
Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services  
Valerie Mitchell, Chief Information Officer  
David Fateh, Director of Facilities

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# PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present this semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). This update report is the second semi-annual update since establishment of the now-integrated Master Construct Program adopted by the Board in January 2017, as well as the tenth report in a series of updates linked to the original 2013 Implementation Program, and reflects conditions of the District’s Program between the June 2017 adoption and the time of this document’s publishing in December 2017. Updates are provided on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Recommendations are provided for consideration and further action by the Board over the next six-month period.

The Program continues to provide a consolidated master budget and schedule which merges and integrates the Measure “R” and Measure “D” bond programs and proposed projects and relies on other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available. Program projects, sequencing, and timelines continue to be reviewed and adjusted by the Board on a six-month interval, as has occurred since the Program’s inception in January 2013. Since that time, the District has moved forward with the Basic Program and has been able to:

- Reduce overcrowding at elementary schools by adopting a K-5 educational strand and facilities program at eleven school sites
- Convert the prior three junior high schools to 6-8 middle schools that support an academy based instructional program, including the completion of 21<sup>st</sup> century classroom and lab facilities
- Expand the K-8 instructional program to six K-8 school sites to increase parent choice, including the completion of 21<sup>st</sup> century science labs at three school sites
- Implement an extended day kindergarten program with improved facilities
- Deploy over 18,000 1:1 mobile devices to students and teachers
- Open the new Harrington campus, continued construction of the new Lemonwood and Elm schools and commenced construction of a new classroom building at Marshall elementary and Harrington Early Childhood Development Center

- Purchase the first of two planned elementary school sites to accommodate existing and future District enrollment
- Engage in ongoing efforts towards the acquisition and environmental review of a 25-acre site to accommodate existing and future enrollment with a second new elementary school and additional middle school, submit design plans to the Division of State Architect (DSA) for the McKinna reconstruction project and continue design efforts for the Rose Avenue Reconstruction and new Seabridge K-5 projects

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

### 1.1 EDUCATIONAL PROGRAM

The District is in the fifth year of implementing academic programs that focus on student collaboration, communication, problem solving and producing projects that demonstrate mastery of the curriculum by creating Academic Strand Focus and Academy programs. These programs continue to be the driver of facilities improvements and educational technology integration, and continue to be integrated into each school's overall educational vision and related enrichment activities related to the academic themes.

Over the past six months, training sessions have been held with site principals new to the District, focused primarily on an overview of the Academic Strand Focus and Academy programs, purpose and implementation of the programs. Over the next six months, each school within the District will continue to build their academic program through the integration of writing across the curriculum. Additionally, the District will focus on gathering resources to make access to the integrated units easy, develop a template for site administrators and District administrators to use to give good feedback to teachers when doing classroom visits, and monitoring the creation of good formative assessments.

### 1.2 FACILITIES PROGRAM

The Master Construct and Implementation Program integrates efforts associated with the implementation of Measure "R" and Measure "D". All Phase 1 Measure "R" facility improvements under the Basic Program are either completed, under construction, or approved by the DSA. Completed efforts include the acquisition of the Seabridge K-5 elementary school site, kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus. Projects under construction include continued reconstruction efforts for the new Lemonwood K-8 school and new Elm K-5 campus, a new 12 classroom building at Marshall elementary school, and a new child development center/kindergarten annex at Harrington Elementary School.

Measure "D" projects have commenced including the submittal of the reconstructed McKinna project to the DSA, active design for the reconstruction of Rose Avenue K-5 and new Seabridge K-5 school, and modular construction of kindergarten/flex classroom projects at four school sites. The new elementary

and middle school site at Doris Avenue and Patterson Road has also undergone continued active negotiation and planning, including the completion of a Draft Environmental Impact Report for public review.

Specific details of the status of major ongoing projects are provided in this report and summarized below:

- The reconstructed Lemonwood K-8 school facility includes a new two story classroom building, multi-purpose building including foodservice capability, administration / library building and kindergarten building. The school site has also been redesigned and playground amenities added. Construction of the new school has reached an estimated 66% completion overall and continues to progress on schedule. The classroom building and multi-purpose building are almost complete and planned to be ready to occupy in early 2018. Construction of the administration / library building and the kindergarten building are then set to begin, with overall project completion scheduled for early 2019.
- Reconstruction of the Elm K-5 school facility started in February 2017, following Board approval of the Guaranteed Maximum Price (GMP) construction contract for the project. Utility distribution, foundation work and framing of the walls and roofs have been completed for all four buildings comprising the reconstructed school. Waterproofing is in place to protect the wood framing from rain during the winter months. The project remains on schedule for completion in time for the second half of the 2018 – 2019 school year.
- Construction for the new Marshall twelve (12) classroom building project began in September 2017 with the major underground work, including utilities installation, having been completed at the time of publishing of this report. An application for State Aid reimbursement funding for the project has been submitted to the Office of Public School Construction (OPSC).
- The Harrington Early Child Development Center/Kindergarten Annex project provides the District four preschool classrooms with the flexibility to accommodate transitional kindergarten programs. Construction began in September, consisting of the partial demolition of Building C, followed by the coordination of underground utilities and excavation and foundation pours.
- Design plans for the McKinna reconstruction project were submitted to the Division of State Architect (DSA) in October 2017. Design activities for the new Seabridge K-5 School and Rose Avenue reconstruction continue with DSA submittal scheduled for early 2018.
- Efforts towards the acquisition and environmental review of a new elementary and middle school site at Doris Avenue and Patterson Road continue in active negotiation and planning with a Draft Environmental Impact Report release for public review by the end of the current calendar year.
- Design activities for the new kindergarten/flex classroom projects at McAuliffe, Ritchen, Brekke, and Ramona Elementary Schools have moved forward including the selection of the design professionals, modular contractor, and a lease leaseback firm for the site work. Final siting of the buildings at each campus were completed and design activities are underway. The projects are planned to be completed in time for occupancy for the FY18-19 school year.

### 1.3 FUNDING & SEQUENCING

The Program is funded through the use of Measure “R” and Measure “D” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. The following summary schedule provides an overview of the updated proposed phasing for the Program.

The schedules for the Doris Avenue K-5 and 6-8 school projects have been updated to reflect the extended completion of acquisition and necessary local approvals for the anticipated completion of planning and design efforts by June 2019. This schedule adjustment also accommodates the estimated start of construction by July 2020 for the 6-8 school and July 2022 for the K-5 school. The construction for the Lemonwood Child Development Center is proposed to be moved to fiscal year 2018-19 to accommodate the latest schedule for completion of Phase 1 and 2 of the new Lemonwood K-8 school. Based on projected funding and proposed recommendations, the design and planning effort scheduled for the Fremont Gymnasium project is proposed to commence by fiscal year 2019-20. No other major changes to the schedule are proposed.

	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 Avenue																
Marina West																
Sierra Linda																
<b>Construct:</b>																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
<b>Construct Kinder + SDC Classrooms/Additional Support Space:</b>																
Ramona																
Brekke																
Ritchen																
McAuliffe																
<b>Multipurpose Rooms:</b>																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																
Ritchen																
McAuliffe																

Overall funding has been adjusted to reflect projected schedules, District revenues and State aid reimbursements. Proposed uses have been adjusted to provide previously Board approved increases to current projects due to specific project construction needs and required professional services since June 30. Timelines have also been adjusted to reflect actual construction schedules and planned approvals, especially for the extended Doris/Patterson land acquisition and necessary LAFCO approvals. Although approved by Statewide voters in November 2016, State aid facilities grant awards continue to be slowed by the Governor’s Office and corresponding State agencies. This requires a significant amount of projected receipt of State Aid funds to be moved into Phase 3 and 4 of the program based on update State guidelines and estimates of future bond sales required to fund the program in biannual increments of \$400-\$500 million hereafter. In combination with proposed project budget and schedule adjustments, this requires a recommendation to increase local funding options to meet the anticipated delay in State funding through the issuance of the next series of Measure “D” bonds in the amount of approximately \$18 million to keep ongoing projects moving forward and to meet new State aid regulations for future funding.

## 1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board

# EDUCATIONAL PROGRAM

The District is in the fifth year of implementing academic programs that focus on student collaboration, communication, problem solving and producing projects that demonstrate mastery of the curriculum by creating Academic Strand Focus and Academy programs. To aid with the implementation of these teaching strategies, the District continues to develop 21<sup>st</sup> century learning environments through the capital program that focus on fostering creativity, collaboration and problem solving with the increasing use of technology as a tool for learning.

For the past two years, the District has focused on improving instructional strategies upon which to build 21<sup>st</sup> Century learning skills by training teachers on instructional strategies for English Language Learners and teaching of reading instruction. This year, the focus is on instructional strategies for the teaching of writing, and on creating integrated units using the Next Generation Science Standards. In addition, the District will now put into practice the concept of strong collaborative groups working together to improve instruction.

As detailed in Section 2.1, the District's overall educational vision and plan for improved student academic performance is based upon research on the best practices for improved student performance. The facilities capital plan continues to be driven by the academic program and improved student outcomes.

Thereafter, Section 2.2 provides an update on the ongoing integration of 21<sup>st</sup> century technology to advance the Educational Program.

## 2.1 EDUCATIONAL PROGRAM UPDATE

After initial implementation of K-8 Academy programs in the 2014-15 school year, the K-8 schools have completed their third year of implementation (2016-17). Likewise, implementation of the Academic Strand Focus (K-5) and Academy (6-8) programs during the 2013-14 school year has yielded four years of implementation progress. Combined, these programs, which continue to be integrated into each school's overall educational vision, remain the catalyst and driver of facilities improvements and educational technology integration.

The Academic Strand Focus (K-5) and Academy programs (K-8 and 6-8) respond to District goals for improved student achievement by integrating units of study that foster rigor, engagement, collaboration and problem solving. The integrated units culminate with students producing a project that demonstrates learning mastery and may incorporate instructional techniques such as Project Based Learning (PBL) or program design that includes collaborative groups and visual thinking. Over the last two years, the District

has put a great deal of focus on training the teachers with foundational skills in the teaching of English language development and reading. In turn, the training may improve students' acquisition of skills and knowledge needed to access higher levels of thinking such as problem solving, complex reasoning, and decision making, as well as responding to information by creating and analyzing. This year, the District continues the progression of training on foundational skills with the teaching of writing across the curriculum. In addition, the District has put into practice the concept of strong collaborative groups working together to improve instruction.

The Educational Program Work Plan for 2017-18 is now underway and was established as follows:

1. The District will focus on writing skills across the curriculum. Teachers will attend trainings that demonstrate strategies to create a writer's workshop, manage feedback on writing, and use instructional techniques that are successful for helping students learn to write. These instructional strategies will be integrated into the curriculum already developed at each of the schools.
2. The District will complete the alignment of the Next Generation Science Standards (NGSS) with the English Language Arts curriculum (the "Wonders"), and the District's online digital literacy platform ("myON" reading). For each standard, suggested student projects will be provided to demonstrate mastery of the curriculum and provide content rigor related to the integration of the content curriculum.
3. District schools will continue to build their academic program through the addition of student projects and activities related to the academic focus of each school.
4. Additional elective classes will be added as needed to meet the academic needs of the students. For example, a 6<sup>th</sup> grade robotics class will need to be added at Frank Middle School. More advanced music classes will need to be added to Haydock Middle School, along with the addition of a 3-D design class or incorporation of 3-D design curriculum into an existing class.
5. The District will begin implementing effective teacher collaborative teams at each school site.
6. Schools will incorporate creating and using formative assessments to track progress so as to inform staff on modification and adjustments that can be made to instruction to generate student improvement.

The latter two elements were formally added to the work plan in response to research on improving student achievement, as described in the following section.

#### 2.1.1. RESEARCH ON IMPROVING ACHIEVEMENT

A yearlong study funded by the S.D. Bechtel Jr. Foundation and the Bill & Melinda Gates Foundation discovered that science instruction can create English Language Learner equity. The report "Unlocking Learning: Science as a Lever for English Learner Equity" (2017) prepared by Education Trust-West, identified six districts with innovative science programs – ranging from Calipatria Unified School District in Imperial County to Oak Grove School District in San Jose. It found that in those schools, English learners scored close to, or in some cases even exceeded, their English-proficient peers on standardized science tests. In some cases, they scored three times as high as English learners at schools where science is taught



very little, not at all, or in a way that's difficult for non-English speakers to follow. Researchers interviewed experts, sat in on classes, examined test scores and demographics, and focused on six districts with large English learner populations that have observed science test scores rise after introducing innovative science programs.

There is a body of research on what improves student achievement. The term "90/90/90 Schools" refers to schools that have 90% poverty as measured by the number of students qualifying for free and reduced lunch, 90% ethnic minority students, and 90% have achieved high academic standards as measured by independently conducted assessments (Doug Reeves, *Accountability in Action*, Center for Performance Assessments on 90/90/90 Schools, Chapter 19). When studying these schools, what is learned is that the techniques used are consistent over time, not taking on one fad and then another. There is consistent emphasis is on:

1. Writing: Students write frequently in a variety of subjects
2. Performance Assessment: The predominant method of assessment is performance assessment
3. Collaboration: Teachers routinely collaborate, using real student work as the focus of their discussion
4. Focus: Teachers in these schools do not try to "do it all" but are highly focused on learning

Grant Wiggins is a leader in the educational field on assessment, studying its relationship to improved student performance. Feedback is central to learning, so assessments must optimize feedback according to Wiggins. In fact, he says that assessment is so important in our schools that if something is not assessed, it generally is not taught. Wiggins has long been a proponent of authentic assessments (students performing a task in the real world of work) in which students must create a project or perform some task to show they have mastered the standard or content desired. In his article "Autonomy and the Need to Back off by Design" (February 2013), he notes that teachers need to teach students to think, and then on game day they would make a better decision instead of just memorizing the information for the test. He further states that students must become autonomous: "you have to be able, on your own, to size up when to use what you previously learned, i.e. analyze the challenge, and judge what to do, mindful of a repertoire of prior learnings; then, implement a purposeful move, and assess its effect." Employers want workers who are able to think through a problem and solve it, ask important questions, and demonstrate autonomy.

#### 2.1.2 PUTTING THE RESEARCH INTO PRACTICE

Two years ago, the District focused on teaching strategies for English language development for English Language Learners and last year the District focused on the teaching of reading and implementing the new reading adoption, Wonders. This year, the District's focus is on writing, as it is one of two ways (including speaking) to measure reading comprehension. By having students describe what they read or having them write about it, we measure their level of understanding. Reading comprehension is measured primarily through writing on the State assessments, not speaking. Writing is also an extremely

important skill for success in life. In addition, most integrated units require some form of writing as a way to communicate understanding of the curriculum.

All teachers are attending a full day of staff development on the teaching of writing: how to create a writer’s workshop, instructional strategies that are successful for helping students learn to write, and strategies for managing feedback to students on their writing. Substitutes are provided so that teachers can be released to attend the training at the Ventura County Office of Education. In the morning they are given the theory and specific strategies to use to help students improve their writing, how to give feedback so that students know how to improve their writing, and successful instructional strategies. In the afternoon, they meet in grade level collaborative groups to discuss how they are going to use the strategies learned, where they will be incorporating it into the Wonders curriculum and previously developed integrated units, and determine when the units will be taught.

The District has completed a comprehensive integration of NGSS with the English Language Arts curriculum (Wonders), and the District’s online digital literacy platform (myON). A template was created for all K-5 grades with the NGSS standards listed, along with the location within the Wonders English Language Arts adoption where there is crossover in content, and references to science materials the teachers currently have that can be used to teach the standard. In addition, book lists from myON have been enumerated for each of the standards. The information in the template has been correlated with Marzano’s New Taxonomy so that teachers know the level of difficulty and depth of knowledge that will be required of students to successfully complete each of the lessons. Each of these units is now an integrated unit.

This new template with the integration of NGSS and English Language Arts was presented to the principals in May 2017 for use with the following three year roll out plan:

- |                         |  |
|-------------------------|--|
| <b>Year 1 (2017-18)</b> | Teachers are exposed to the materials and encouraged to try them out during instruction    |
| <b>Year 2 (2018-19)</b> | Teachers utilize the materials in the classroom with the students                          |
| <b>Year 3 (2019-20)</b> | A new science curriculum is adopted and teachers use the templates with the new curriculum |

The District is in the process of putting all of these documents online so that there is easy access for every teacher. In November 2017, the templates were reviewed with the District NGSS Curriculum Committee, comprised of members from each school site previously trained on the use of the material. The Curriculum Committee members will take the information back to their school sites and train the teachers.

The District held a three-day teacher training this summer for 90 teachers who chose to attend. They learned about the NGSS and how they can be incorporated into the current science curriculum, prior to adoption of new science curriculum in the 2019-20 school year.

Given the research on practices that will support student learning, the District has provided the basic skills training in the teaching of English Language Development, reading and implementing Wonders English Language Arts program, and now creating Writer’s Workshops and instructional strategies for writing and the integration of the NGSS into the language arts instruction. The next step is to build upon this training and implement effective teacher collaboration teams that will develop effective formative assessments to determine what students are learning and review the results of these formative assessments to make adjustments to the academic program to improve student achievement.

Effective collaborative sessions must be focused, data driven and reflect on instructional practices. The District is focusing on creating effective teacher collaborative groups. During Instruction Leadership Team meetings, District administration works with school site administration on strategies for improving the effectiveness of collaboration at each site, with a focus on developing good formative assessments, conducting those assessments, and then using the results of the assessments to improve instruction. Better assessments that measure student knowledge of deep content understandings, paired with the use of assessment results as feedback to the student and teacher to improve instruction, lead to greater student academic improvement.

As the District continues to move forward with the implementation of the new instructional strategies, a new template will be created for principals and District staff to use when visiting classrooms. During Instruction Leadership Team meetings, the District will collaborate with the principals about the design of the template, what constitutes good instruction and practices that support student learning, and how to know if this is happening in the classroom. Additional training for the school site administrators will be provided on giving teachers effective feedback so they can improve their instructional strategies.

### 2.1.1.3 K-5 ACADEMIC STRAND FOCUS PROGRAMS AND K-8 ACADEMIES

All K-5 and K-8 schools continued to improve upon their existing integrated units and expand them to reflect the Academic Strand Focus of each school. At the K-8 schools, Dual Language Immersion (DLI) Programs have been implemented across the District. Currently, the program supports kindergarten through fourth grade students. This year, the teachers have received training based upon the research “Teaching for Biliteracy” and are implementing those teaching strategies in their classrooms.

CFW and District administrators provided training on October 5, 2017 for principals new to the District this year. The training reviewed development of the Academic Strand Focus program and Academy programs over the last four years. Principals were given an overview of the programs, how these programs support academic achievement, why the Board supports these programs, and current development of the programs throughout the District. Rubrics to judge a successful program were reviewed as well as the process used to create integrated units. Principals were presented with Robert Marzano’s New Taxonomy and demonstrated how this tool is used when creating and then revising an integrated unit. Principals noted that this tool can be used with other curriculum to create lessons with more rigor and depth of knowledge. A rubric for principals and teachers to evaluate integrated units was also reviewed.

All previously developed integrated units will be published to the District website for easy access by any teacher at any of the schools. This will create additional resources for teachers as they continue to develop and expand their instructional practices. Writing strategies will be incorporated into the overall programs at each of the schools. Formative assessments will be developed, reviewed and modified as needed. The new template for the alignment of the NGSS with Wonders English Language Arts curriculum and myON will begin to be used at school sites.

#### 2.1.4 6-8 MIDDLE SCHOOL ACADEMIES

The focus of the development of the 6-8 Middle School Academies has been on the implementation of previous staff development for each of the academies. Beginning in August, two additional elective classes in oceanography were added at Frank Middle School. Next semester a feeder robotics class will also be added so that students in sixth grade are ready for the curriculum in seventh grade robotics class at Frank. At this time, all of the Academies have integrated their themes into their core academic programs through courses that include Project Based Learning, Project Zero Visible Thinking, and Project Lead The Way, as well as field trips, student activities and competitions, and cross curricular planning.

The District is exploring implementing a SmartLab, a turnkey STEM learning environment created and designed by Creative Learning Systems, at both Frank and Fremont. In this lab, students are encouraged, motivated and empowered as learners to build 21st century skills to prepare them to succeed in the global economy. The SmartLab learning environments feature fully integrated systems of hardware, software, furnishings, online curriculum, educational kits, manipulatives, professional development, assessment tools, ongoing support, and training. Creative Learning Systems' hosted curriculum integrates technology education with core academic subjects using a project-based approach to learning. Both teachers and students are empowered to develop and explore areas of personal interest while meeting common core state standards. In this learning environment students not only learn about technology, they learn how to use technology, and it functions as a learning tool. Students learn critical problem-solving skills in a multidisciplinary environment. They have numerous opportunities to apply principles of math, science, language arts and other academic disciplines in engaging, relevant ways.

Students at Frank and Fremont will begin to explore a wider range of technology including software applications in the SmartLab consistent with professional standards. The curriculum explores the scientific principles behind each system of technology in detail and encourages understanding of academic connections. Learner projects become more open-ended, and learners are encouraged to adapt and expand projects to fit their own interests and connect with academic content from their other classes. Students will create ePortfolio documentation of their projects and make presentations to demonstrate their projects. Learners begin to self-assess their performance along with their facilitator.

#### 2.1.5 NEXT STEPS

Over the next 6 months, each school within the District will continue to build their academic program through a focus on writing across the curriculum and implementation of the Writer's Workshop. In

addition, schools will continue to work to implement effective teacher collaborative groups at each school site. Proposals for SmartLabs will continue to be explored for possible implementation in January or fall of 2018.

## 2.2 TECHNOLOGY PROGRAM INTEGRATION

The Program has continued to incorporate the evolution and integration of 21<sup>st</sup> century learning environments that provide the needed setting for educational programs that call for collaboration, communication, creative thinking and problem solving. When used to their fullest potential, the 21<sup>st</sup> century learning environment provides opportunities for students to engage with the curriculum content, seek out answers to questions and problems, create projects that demonstrate mastery of the standards, and become masters of their own learning. Teachers become the facilitators of that learning, guiding students to learning mastery.

As technology improves and evolves, so can the program in order to apply the benefits of recent advances that are becoming increasingly available in the educational marketplace. Among technologies being researched, evaluated, and explored are those that incorporate elements of Virtual Reality (VR) and Augmented Reality (AR) to create lifelike experiences on the computer that are immersive and interactive. For example, the District is currently reviewing and exploring tools that supply VR and AR computing stations for use with grade 6-8 science instruction, with applications including a virtual physics “playground” designed to investigate and analyze experiments related to Newton’s laws, and a virtual human anatomy display that allows research, viewing, and interaction with 3D models of the human body to learn how its parts relate to each other. The District plans to continue evaluating the merits of these technologies, and will continue investigating options, costs, and approaches from various vendors before recommending any incorporation into future projects.



Students interacting with Virtual Reality and Augmented Reality Computing

The pending completion of the new Lemonwood K-8 classroom building and construction underway at Elm and Marshall has provided an opportunity to incorporate advances in integrated classroom technology that promote ease of use for teachers and continued flexibility for audio/visual presentation. Under the updated approach, classrooms will continue to be outfitted with several high definition displays, teachers will continue to have flexibility in using wired or wireless devices (e.g. iPads, laptops, DVD players, etc.) to project educational content to the displays, and the system maintains a platform agnostic approach that accommodates future adjustment. Nevertheless, underlying components of the classroom audio/visual system have been identified for adjustment that simplify hardware installation and cost, reduce wiring cost, and minimize opportunities for wear and tear over time. As an added benefit, a new wall-mounted classroom technology control panel is planned that provides teachers with preprogrammed access to common functions, easing the transition between educational activities and minimizing the time spent configuring equipment.



Control Panel

Control Panel (upon Touch Activation)

Over the past six months, several meetings have been held by project team members in order to review desired educational functionality and implement adjustments that afford ease of use benefits to teachers, improved reliability for the District’s instructional technology staff, and reduced cost at time of construction as well as over the life of the investment. On October 11, 2017, the District’s Technology Services Department met with CFW staff and project design team members for a discussion of the specification and installation of classroom technology required for the Elm K-5 reconstruction project. Attendees also confirmed information relevant to the Lemonwood project nearing Phase 1 completion as well as the planning and design of future projects at McKinna, Rose Avenue, Seabridge, and Kindergarten/Flex classrooms. On November 6, 2017, project architects and engineers were invited to view a demonstration of the District’s specification in order to improve clarity and understanding of the design intent for the integration of technology and provide an opportunity to ensure DSA approved plans reflect the District’s efforts in creating 21st century learning environments.

The proper specification of required equipment is essential to this vision. As part of this report, the following specification is recommended for further implementation in Program projects:

- Continuation of District standard utilizing 3 to 4 flat-panel televisions connected to a device that allows for multiple inputs from wired sources to wireless devices (e.g. iPads, laptops, document cameras, DVD players, etc.) to display information on those TVs in a variety of configurations.
- Adjustment of wiring standards to incorporate a user-friendly touchscreen “control panel” (per “FrontRow” equipment) which allows for teachers to select different display configurations. Instructors have the option of either using the wall mounted control panel or an “app” based version of the control panel installed on their provided iPads. This also includes accommodation of required equipment and wiring in a ceiling mounted equipment enclosure.

- Based on current educational program needs, anticipated usage, and the function of rooms, specification of TV quantities as listed below. All TV's shall be assumed to be 65" or larger class products, except for the Library.
  - General Purpose Classroom and Kindergarten Classroom: 3 TVs
  - Makers' Space, RSP Room, or other 480 square foot support room: 1 TV
  - Administration Building: 1 TV near lobby/public viewing – connected to security camera footage and/or event announcements; 1 TV in conference room
  - Science Classroom: 4 TVs
  - Piano Keyboarding Lab: 3 TVs
  - Library: 1 TV (approximately 90" in size)
- Specification of at least one (1) large remote-operated, retractable presentation screen in projects including a multipurpose room or gymnasium. The screen should be mounted from the ceiling and positioned above the location anticipated to be utilized as a stage for performances and presentations. A high-lumen projector, capable of projection sizes of 120" or more, should be ceiling mounted and positioned to project clearly to the screen when in use. The projector should be wired to a corresponding audio/video box, providing capabilities and control functionality similar to classroom use.

Over the next six months, the team will work with the architects and Lease Lease-Back builders of the Elm and Marshall projects to meet these standards, as well as evaluate any net savings or net cost for these specifications as implemented during construction. Given Board approved changes to the Lemonwood project, a portion of which incorporated similar District requested specification changes, the newer specification may generate some increase to cost on active projects, though this is expected to be mitigated by a form of "Moore's law" in which the cost of improved technology falls over time. Concurrently, direction will be provided to the design teams on projects now entering initial architectural design in order to incorporate and document engineering details and specifications prior to submittal to the Division of the State Architect.

Parallel to the implementation of updated classroom technology specifications, the team will continue to dialogue regarding planning for the District's next major mobile device replenishment, including efforts to consider alternatives that have come to market that offer competitive and instructional advantages to the District's initial 2014-15 iPad deployment.

# FACILITIES PROGRAM

The Master Construct and Implementation Program integrates efforts associated with the implementation of Measure “R” and Measure “D.” Both measures have been integrated to work in tandem by adopting common programmatic goals and facilities specifications, building upon the sources and uses of funds already allocated by the District, and interlacing scheduling, sequencing, and cash flow requirements to leverage proposed improvements. Collectively, these efforts have been blended into a single Master Budget, Schedule and Timeline as previously directed and approved by the Board and are discussed below as the Master Construct Program.

The following section provides an update as provided by the District, CFW and consultants of planned improvements and projects underway. Local and State factors that have and continue to influence the Master Construct Program are summarized in consideration as their impact to specification, budgets, cash flow, and project sequencing. A detail of work that has been accomplished pursuant to the Master Construct Program, including highlights and expected outcomes over the next six months, are presented, as well as recommendations for proposed adjustments where needed.

## 3.1 LOCAL AND STATE CONSIDERATIONS

The District and Board practice of ongoing updates to the Master Construct and Implementation Program on a semi-annual basis promotes timely review of Program progress and provides a mechanism for incorporating changes or adjustments over time to reflect evolving local needs, modified State practices, or new Program requirements. Periodically, there is a need to identify the cumulative impact of these modifications to date and how they may impact the program collectively over time.

A particular local need – that of additional K-5 classroom capacity – was addressed and Board adopted in the District’s December 2017 report, noting the following limited change to specification to increase enrollment capacity:

*“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.”*

The same report established the adoption of revised budgets for the McKinna, Rose Avenue, Marina West, and Sierra Linda reconstruction projects, adjusted pursuant to the anticipated cost of increased classroom capacity, which raised the number of classrooms at each project from 28 in the prior specification to 31 in the revised specification. A net increase of 12 classrooms over time was resultant from this adjustment.



In June 2017, a similar adjustment was made to four existing school sites, thereby incorporating the design and construction of two additional classrooms at each location, as follows:

*“Existing K-5 school sites that may benefit from the receipt of additional capacity to accommodate TK/Kindergarten and Special Education classrooms, consistent with the proposed revised specifications, have been identified at McAuliffe, Ritche, Brekke, and Ramona.”*

The June 2017 report established a budget for the additional classrooms at each of these four sites, thereby producing a net increase to District capacity of 8 classrooms.

These changes, coupled with the prior approved Marshall grade 6-8 classroom building project, have added a total of 32 permanent classrooms to the District’s Program over time, providing opportunities to absorb enrollment throughout the District beyond the baseline originally conceived at the initiation of the Program in January 2013. Nevertheless, the requisite expansion of support facility capacity (e.g. multipurpose rooms, restrooms, etc.), proportionate to the increased classroom capacity, has not been accounted for in individual project budgets, and may necessitate further adjustment in the future and over time.

In addition to the adopted adjustments to educational specification, the District has requested upgrades to facility materials, equipment, and operations consequent to start of construction activities at several school sites, thereby generating either adopted or anticipated increases to costs on these projects. In the case of District requested changes, the following have occurred:

1. Increases due to technology upgrades and in the Data and AV Systems being installed in the ongoing and future school projects and in a planned acceleration of the 1:1 replacement program
2. Increases to specification of Administrative and Food Service spaces
3. Using or increasing requested District Standard Equipment and Materials such as:
  - a. HVAC
  - b. Locks and Door Hardware
  - c. Roofing
  - d. Lighting
  - e. Fencing
4. Additional sitewide and DSA site specific requirements, including testing and structural requirements
5. Supplemental offsite improvements required by the City (e.g., offsite sewer)

Ancillary to these District requested changes, projects must also bear the impact of changing construction prices and contractor availability, resultant from an overall economy emergent from the earlier recessionary years and now more indicative of the school construction environment as it was in the early 2000’s. The voter passage of Proposition 51 in 2016, along with hundreds of local funding measures passed Statewide in recent years, has further prompted a surge in demand for construction materials and labor, thereby increasing the recent strain on projects. Industry related increases include the following:

1. Lumber and framing shortages, including increased DSA oversight

2. Steel price increases and installation availability
3. Subterranean soils preparation and corresponding foundation upgrades
4. Mechanical, Electrical, and Plumbing (MEP) availability and cost increases with associated State prequalification standards

Collectively, the resulting outcome of the aforementioned changes is an estimated overall increase in the square footage hard cost of development of \$50 to \$75, for an increase to \$450 per square foot or greater per square foot of hard construction cost. Total development costs, including hard and soft costs, are now approaching \$600 per square foot. This is approximately 30% higher than those originally expended on the construction of Harrington. This represents an approximately 10% increase to date on construction costs and in the size of schools now in the design phase with the balance attributed to increased changes to materials and equipment specifications going forward for the basis of design and delivery of projects. Moreover, the District will need to continue to plan for escalation in the cost of construction, generally observed to run 3-4% on an ongoing annual basis. Collectively, these amounts will exceed the Program Reserve policy for project expenditures established by the District for Phase I projects and will thus need to be refreshed and increased for subsequent program phases.

On the revenue side, districts hoping to take advantage of Prop. 51 dollars to offset construction costs have been sorely disappointed by the Governor's delayed implementation of the measure. This includes the slow expansion of staff at the OPSC, delay of an initial bond sale and reduction in the size and distribution of initial funding availability, plus changes to the grant funding for land and facilities reimbursements. In prior approved State bond measures, the initial sale of bonds has been roughly equal to the amount of prior approved projects awaiting funding. As will be covered in greater depth in Section 4, the State's bond sale in the fall of 2017 advanced only those school projects listed within the first half billion dollars of State apportionment, thereby providing about 25% of the immediate funding required and delaying reimbursement to districts such as Oxnard until subsequent bond sales in the spring and fall of 2018.

Collectively, these adjustments to educational specifications, construction standards and industry impacts, and the timing of State aid reimbursements necessitate adjustment to the Program as put forth in this report. Though District adjustments may not have been anticipated by prior development of the Program, impact Statewide of a recovering economy and resultant inflation have always been anticipated given the market for construction of schools, and thus a portion of these impacts have been accounted in prior Master Budgets by the established Program Reserve. To accommodate these needs, proposed changes to project budgets where needed are included in the following section and proposed changes to planned projects and schedules are provided in Section 5.

### 3.2 MEASURE "R" PROGRAM

To date, all Phase 1 Measure "R" facility improvements pursuant to the Basic Plan are either completed, under construction, or approved by the Division of the State Architect (DSA). Completed facilities program efforts include the acquisition of the Seabridge elementary school site, kindergarten and science lab

upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus. Projects underway include continued reconstruction efforts for the new Lemonwood K-8 school and new Elm K-5 campus, a new 12 classroom building at Marshall elementary school, and a new child development center/kindergarten annex at Harrington Elementary School. The latter are net additions to the original Phase 1 Measure “R” facility improvements program adopted by the Board in January 2013.

### 3.2.1 LEMONWOOD RECONSTRUCTION AND EARLY CHILDHOOD DEVELOPMENT CENTER

The Lemonwood Reconstruction project commenced construction in May 2016 and is planned to occur over two construction phases to minimize disruptions to the ongoing educational program. Construction completion is currently at approximately 66% for both construction phases. The first construction phase of work includes the two-story classroom building encompassing 39 classrooms for grades 1-8, one special education classroom and two science / lab classrooms plus one science flex classroom for grades 7-8.

The first construction phase also includes the multi-purpose building with a commercial kitchen, serving / presentation space, gymnasium, lockers and storage. This building is designed to accommodate presentations and performances as well as the serving of meals and sporting events. Four new outdoor basketball courts will be available for the school to use at the completion of the first construction phase of work. This phase of work is 90% complete and substantial completion is on target for January 2018. Occupation of the new classroom building and multi-purpose building by students and staff is planned for completion in March 2018.

The second phase of construction includes new kindergarten and administration buildings and is scheduled to be completed in February 2019. Four kindergarten classrooms, with age appropriate restroom facilities and teacher workrooms, will comprise the kindergarten building. The administration building includes a media center with interactive break-out spaces included, two maker’s rooms for additional learning opportunities, a dedicated parent conference space / multi-purpose room, lobby and offices / workrooms.

When phased construction is complete, the new Lemonwood school will accommodate 900 students by State standards in grades K-8. Specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms will also be provided.

At time of publishing for this report, the exterior envelope of the classroom building, including walls, roof and openings, is complete. Exterior finishes, decorative eyebrows over windows and wall mounted lighting is in place. Interior drywall is complete and markerboard / tackboard installation is finished. Provision for electrical, mechanical, plumbing and audiovisual service has been placed in the walls and above the ceilings. All finish flooring, including at the outdoor covered walkways, is complete. Stairs are complete and the building elevator is operational. Audio visual equipment, including matrix boxes above the ceiling and user control boxes in the walls, have been provided. TV monitors are being installed.

At the multi-purpose building, the exterior envelope is complete, including canopies over entry doors. Mechanical, electrical and plumbing systems for the building are in place. Floor, wall and ceiling finishes

are complete. The basketball backboards have been installed. The fume hood over cooking surfaces, walk-in refrigerator and freezer and other kitchen equipment is in place in the kitchen. Final connections, testing and health department inspection is pending. Lockers have been placed in the locker rooms. Site hardscape elements, including concrete transition strips, seatwalls, and four basketball courts, have been completed. Landscaping is in place for the construction phase 1 scope of work.



**New Lemonwood School Construction Progress – November 2017**

The Lemonwood Reconstruction project has proceeded through June 30 under a Lease Lease-Back agreement under a Guaranteed Maximum Price (GMP) construction contract and approved change orders totaling approximately \$30.2 million. A recommended budget adjustment of approximately \$757,000 is proposed to the Master Budget to accommodate Board approved change orders since the June 2017 update. An application for reimbursement funding has been filed with the OPSC totaling approximately \$10.5 million in estimated State aid base pupil grants, additional grants for site development costs may be expected to increase the overall grant amount upon apportionment from the State.

Over the next six months, construction will continue as well as the planning towards the transition of students and staff into the new facilities. The move of students and staff from their existing facilities to the new classroom building, currently scheduled for January 8, 2018 – February 15, 2018, has been planned based on a series of meetings commencing in October 2017 and continuing through February 2018. Activities to provide student safety and security during phase two of construction have been planned and will be implemented.

The reconstruction of the Lemonwood facility also retains and repurposes Building 3 of the original campus. Six modernized classrooms are proposed to provide “Flex Rooms” for enhanced kindergarten, transitional kindergarten, or preschool programs as may be required by the District. The construction plans for this phase of work were approved by DSA in January 2017, and construction of the project is expected to be undertaken at completion of the new Lemonwood school.

### 3.2.2 ELM RECONSTRUCTION

The Elm Reconstruction project replaces the original 1948 facility with 25 new permanent classrooms designed to serve up 600 students per State standards in grades K-5. Construction began in February 2017 and is on pace to be completed the second half of the 2018-2019 school year.

Four new buildings are planned for the site including two-story classroom wing, kindergarten classrooms, and multi-purpose and administration facilities. All four buildings have utility services, foundations poured and have been framed and roofed at the time of publishing this report. A waterproof membrane is in place on the roofs to protect the wood framing from water damage during the winter months. A portion of the electrical conduit and boxes, plumbing pipes and mechanical systems have been placed in the walls. To date, the project is estimated to be 32% complete.



**New Elm School Construction Progress – November 2017**

The two-story classroom building will include an interactive, flexible audio visual and technology system, designed to 21<sup>st</sup> century classroom standards. Restrooms, a music keyboarding classroom, and one special education classroom will also be included in the building. Four kindergarten classrooms, with age appropriate restroom facilities and teacher workrooms, comprise the kindergarten building. The multi-purpose building includes a commercial kitchen, serving / presentation space, and storage. The administration building includes a media center with interactive break-out spaces included, one makers' room for additional learning opportunities, a dedicated parent conference space / multi-purpose room, lobby and offices / workrooms.

A Lease Lease-Back agreement for a GMP construction contract of approximately \$23.3 million was approved by the Board in December 2016. There are no proposed amendments to the Master Budget at this time.

Over the next six months, construction will continue as well as the final negotiation of required additional sewer and site development improvements as now required by the City. Upon finalization of anticipated additional site development costs, a State aid reimbursement application will be submitted to the OPSC.

### 3.2.3 MARSHALL NEW CLASSROOM BUILDING

In September 2017, construction efforts commenced towards the development of a new two-story classroom building at Marshall Elementary School. The project has been designed to meet interim 6-8 grade level capacity needs 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 added building will provide 12 additional permanent classrooms and a redesigned parking area. This building

has been designed to match the existing campus on the outside while providing modern, flexible learning environments on the inside.

Construction commenced in September 2017 with an estimated 25% of the scope of work completed to date. In October 2017, the District conducted a groundbreaking ceremony celebrating the start of construction which was well received by the community.



**New Marshall Classroom Building Groundbreaking Event – October 2017**

Major underground work and infrastructure installation is complete, and the building is projected to begin taking form during the first two months of 2018. The over-excavation of the building pad along with the stabilization of the soil have been accomplished and the building and column footings, as well as the elevator pit foundation have been poured. The underground site utilities have been installed and coordinated in preparation for concrete slab pours that have been scheduled for the end of December 2017. Construction is scheduled to be completed by September 2018.



**New Marshall Classroom Building Construction Progress – November 2017**

The Marshall new classroom building is being built under a Lease Lease-Back GMP construction contract approved subsequent to the June 30 report. At this time a budget adjustment of \$3,325,000 is proposed to the Master Budget to accommodate the Board approved GMP and change order since the June 2017 update. An application for reimbursement funding has been filed with the OPSC totaling approximately \$3.6 million in estimated State aid base pupil grants, additional grants for site development costs may be expected to increase the overall grant amount upon apportionment from the State. Over the next six months, construction will continue to be monitored and coordinated with updates and recommendations to the Board as needed.

### 3.2.4 HARRINGTON EARLY CHILDHOOD DEVELOPMENT CENTER

The Harrington Early Child Development Center/Kindergarten Annex project includes the renovation of Building 4 of the original Harrington school to provide flexible classroom facilities to serve preschool or kindergarten/transitional kindergarten. Four classrooms that meet preschool and kindergarten requirements are planned as well as improved playground areas.

In August 2017, the District completed a second round of bidding for the project, producing a qualified contractor that met District standards. A construction contract of approximately \$1.9 million was approved by the Board in September 2017.

Construction commenced in September 2017 with the renovation scheduled to be complete by summer 2018. The start of construction revealed many utility coordination issues in trying to maintain the Temporary Preschool Facility operational. The contractor worked through the early issues and demolition activities followed in October 2017, which consisted of partially tearing down Building C and stripping the walls down to the structural framing in preparation for marker and tack boards. Excavations for wall foundations were soon followed by the installation of the reinforcing steel and the pouring of the footings. At the time of the publishing of this report, the contractor has planned to finalize the underground utilities installation and will have prepared for the pouring of concrete slabs.



**Harrington Child Development Center/Kindergarten Annex Construction Progress – November 2017**

A recommended budget adjustment of approximately \$1.4 million is proposed to the Master Budget that was originally prepared in December 2014 to accommodate the Board approved construction contract since the June 2017 update. An application for final approval by the California Department of Education (CDE) has been filed for the project. Upon CDE final approval, an application for eligible reimbursement of modernization funding will be filed with the OPSC. Construction will continue to be monitored and coordinated over the next six months.

### 3.2.5 FREMONT MULTIPURPOSE ROOM REPLACEMENT

As of the June report, a new multipurpose room and gym facility is planned for construction at Fremont Intermediate School, with a dual goal of improving support facility functionality for the existing campus

and allowing integration of the facility into a future school replacement project, should funding become available. This new facility is proposed to be constructed to the east of the existing tennis courts, along the southern boundary of the existing site.

The facility as planned will be designed to accommodate a broad range of indoor cafeteria, athletic, and performance uses, with food services facilities designed to accommodate servicing the school's enrollment in three lunch periods, indoor athletic space sized to meet junior high school basketball standards, and appropriate space for a performance stage along with event lighting and audio/visual systems. Additionally, planned 24-foot-high ceilings will accommodate activities such as volleyball and clerestory windows will be provided to improve natural daylighting. Restrooms will be provided for students, staff, and visitors per code requirements, along with attached changing rooms for students to accommodate physical education program requirements.

The adopted project budget is \$5.6 million in and no changes to the budget are proposed at this time. However, due to delays in State aid grant funding by the State on prior approved grant eligible reimbursements projects to the Oxnard School District from the State, the scheduled activities for this project have been moved into Fiscal Year 2019-20 of Phase 3 of the Master Construct Program to accommodate the funding priority projects under the Basic Plan. To the extent funds become available in the interim or at that time, the District could submit for State funding for this project as a joint use project under the requirements outlined in Section 4 of this report. Otherwise the project will need to wait for State reimbursements from previously approved project applications which are now projected to be made available for this project in Phase 3.

### 3.3 MEASURE "D" PROGRAM

Measure "D" was approved by voters on November 8, 2016, and authorized \$142 million in bonds to fund additional school improvements to be integrated with the ongoing Measure "R" Program. A fully integrated Master Construct and Implementation Program was adopted at the last six-month report to carry out this mission. Since June 2017, Measure "D" projects have moved ahead including the submittal of the reconstructed McKinna project to DSA and active design for the reconstruction of Rose Avenue K-5 and new Seabridge K-5 school. The new elementary and middle school site at Doris Avenue and Patterson Road has also undergone continued active negotiation and planning, including the completion of a Draft Environmental Impact Report for public review. Active planning and design efforts have also continued for the kindergarten/flex classroom projects planned at McAuliffe, Ritchen, Brekke, and Ramona elementary schools.

The following sections provide further detail on the status of Measure "D" projects and expected outcomes over the next six months.

#### 3.3.1 MCKINNA ELEMENTARY RECONSTRUCTION

McKinna Elementary School was constructed in 1954, making it one of the oldest schools in the District with 17 permanent and 14 portable classrooms. The school was assessed under the adopted Master Plan



and Master Construct Program as needing extensive modernization and was thus prioritized for reconstruction with an entirely new set of facilities, built according to modern State codes, District specifications, and 21st century educational program requirements. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school is to 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.

Over the last six months, CFW has managed the architect and Lease Leaseback preconstruction team to the October 2017 submittal of plans to DSA. Required activities to comply with California Environmental Quality Act (CEQA) requirements are complete with the finding of a categorical exemption from CEQA. The CDE has reviewed proposed plans and adjustments to parking and fencing as required by the CDE field representative and the application for approval will be filed within the next six-month period.

The team will continue to monitor DSA review and approval. No budget adjustments are proposed at this time.



Reconstruction of McKinna School – Design Renderings by Dougherty

### 3.3.2 SEABRIDGE NEW CONSTRUCTION

The New Seabridge K-5 School consists of a new 630 student elementary school north of Oxnard’s Seabridge neighborhood, approved by the California Coastal Commission in March 2013. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces.

The new school will cover a 6 acre District owned site and share an adjacent city owned 2.5-acre joint-use park area with pathways, parking, and recreational facilities available to the public. The school’s multipurpose room is proposed to be open for community use after school hours and the curriculum is proposed to focus on coastal environment education given its location to the ocean.

Over the last six months, selection processes for both the architect and leaseback team members were completed and team members have moved forward on design activities. Communication has also been made with CDE to review the proposed project as well as coordination with the City of Oxnard.

Over the next six months, CFW will continue managing the design of the Seabridge project, which is currently scheduled to be submitted to DSA by February 2018 after final Board approval. An application for approval is also planned to be filed with the CDE as a condition for submitting to OPSC for facility grant reimbursements. No budget adjustments are proposed at this time.



**New Seabridge K-5 School – Design Renderings by Flewelling and Moody**

### 3.3.3 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue project consists of a complete reconstruction of the existing 50+ year old campus with entirely new K-5 facilities. The project locates all new facilities in the south half of the site along La Puerta Avenue, where playfields currently exist, enabling the existing Rose Avenue Elementary to continue in operation until construction is complete. Upon completion, the north half of the site is to be demolished and replaced with new playgrounds, hard courts, and play fields. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces.

Since August 2017, selection processes for both the architect and leaseback team members were completed and team members are now moving forward with design of the school. CDE review has been initiated as well as coordination with the City of Oxnard. A consultant review for project compliance with the California Environmental Quality Act (CEQA) is anticipated to be completed by December 2017.

Similar to Seabridge, over the next six months, CFW will continue managing the design of the Rose Avenue project, which is also scheduled at this time to be submitted to DSA by February 2018 subsequent to Board approval of final plans. A formal application to CDE as a condition for OPSC facility grant funding will be submitted upon DSA approval. No budget adjustments are proposed at this time. Based on DSA approval, construction of the project is currently planned to commence in August 2020 and be completed by January 2022.



**Reconstruction of Rose Avenue School – Design Renderings by IBI Group**

### 3.3.4 DORIS/PATTERSON NEW CONSTRUCTION

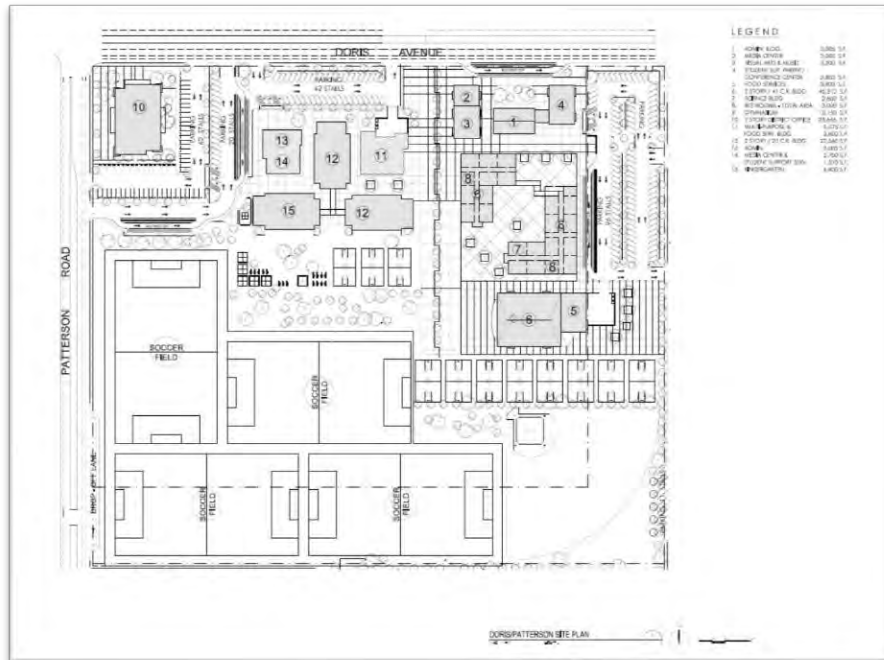
The District has elected to proceed with the acquisition of a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new K-5 and 6-8 middle school facility, plus the ability to accommodate a District administrative center. Various preliminary environmental studies of the property have been conducted and the site has received preliminary approval from the CDE. Negotiations regarding the acquisition of the site remain ongoing with landowners. Originally, the land was scheduled to be acquired in mid-2016 and acquisition is now scheduled to close in March 2018. This has required a major adjustment to the timeline for acquisition and phasing of school improvements. In response, the design and construction of Seabridge K-5 school facilities has been accelerated from its original period to provide additional K-5 enrollment capacity.

Since June 2017, efforts to complete compliance with CEQA have continued, including the completion of a Draft Environmental Impact Report (EIR) for public review in late November 2017. A workshop is planned for the December 2017 Board meeting to receive public comments on the Draft EIR as part of the process to file a pre-application with the City of Oxnard for required annexation efforts. The final EIR is anticipated to be completed in March 2018.

Upon conclusion of the CEQA process and acquisition of the property, a final application to the CDE will be filed for the land acquisition component of the project. Following the completion of design of the new school facilities, a separate application will be filed with CDE for the proposed improvements. After receiving the required approval from CDE, funding applications will be filed with the OPSC for State aid facility funding.

The project requires annexation into the City of Oxnard, pursuant to Ventura Local Agency Formation Commission (LAFCO) approval of several changes of organization, collectively called reorganization. Over the last six months, the District and its team of consultants have met on several occasions to review LAFCO prerequisites, including necessary coordination of the required EIR, and have begun preliminary outreach to the City of Oxnard. The LAFCO application process is anticipated to commence in early 2018 and conclude by December 2018.

The proposed site has been planned to accommodate construction of a new grade 6-8 middle school for 1200 students pursuant to state guidelines with 48 planned teaching stations and requisite support facilities and a grade K-5 elementary school for 700 students with 28 planned teaching stations and requisite support facilities, both per State standards. Given ongoing environmental and State agency approvals underway for the project, it is recommended that original educational specifications for the project be maintained at this time.



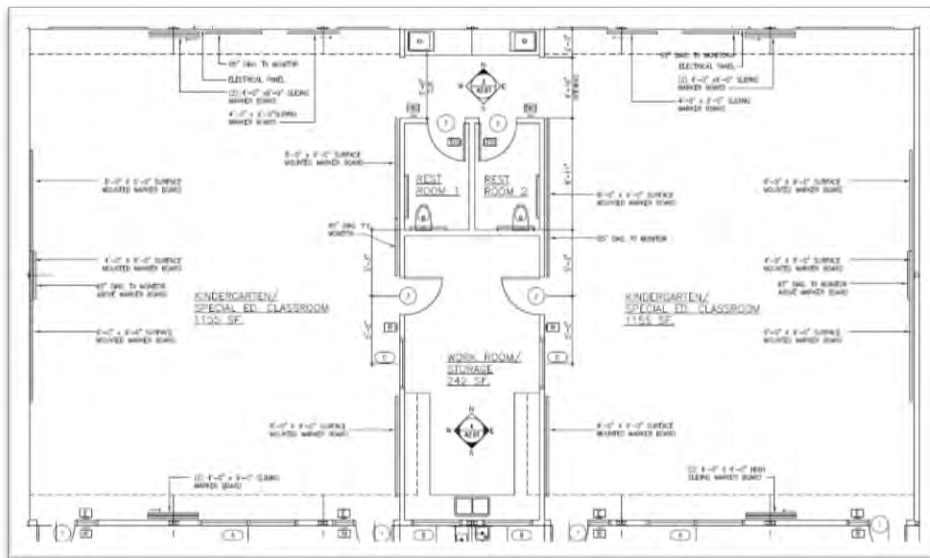
**Preliminary Doris/Patterson Conceptual Site Plan**

### 3.3.5 NEW KINDERGARTEN/FLEX CLASSROOM FACILITIES

As reported in June 2017, the District has a need for additional kindergarten classrooms to accommodate growing enrollment due to the transitional kindergarten (TK) program immediately as well as to accommodate future Special Education requirements. To accommodate this need, four new modular kindergarten/flex classroom projects and required architect and construction services have been approved by the Board for additions at McAuliffe, Ritchen, Brekke, and Ramona Elementary Schools.

Each project includes the construction of two 1,120 square foot modular Kindergarten/Flex classrooms along with support spaces to meet a required minimum program square footage specification of 2,670, estimated within a 12' x 72' building footprint. These rooms may support TK/Kindergarten needs as well as potential Special Education program uses.

Since June 2017, the projects have moved forward including the selection of the design professionals, modular contractor, and a lease leaseback firm for the site work. Final siting of the buildings at each campus was completed and design activities are underway. The projects are planned to be completed in time for occupancy for the 2018-19 school year. It is recommended that the Board accept a recommendation to increase each project budget by approximately \$243,000 to accommodate Board approved professional services and GMP site development contracts since the June 30 report.



Sample Project Floor Plan – New Kindergarten/Flex Classroom Building

### 3.4 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of projects, as presented through an ongoing series of workshops or Board action items. As part of this report, it is recommended that the Board accept recommendations within this section to adjust project budgets, schedules and timelines as indicated.

# 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” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The program also seeks to maximize remaining State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program (SFP).

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. Approved by District voters in November 2016, Measure “D” provides \$142.5 million in general obligation bond authorization to fund identified facilities improvements. Approximately \$81 million in Measure “D” bonds have been issued for identified projects, leaving approximately \$61.5 million in remaining Measure “D” authorization.

In November 2016, California voters approved Proposition 51 authorizing \$6.0 billion for K-12 facilities. In September 2017, the State proceeded with an initial sale of \$443.6 million in bonds under its Proposition 51 authorization to be applied towards projects that were received prior to July 12, 2012 for new construction and prior to May 3, 2012 for modernization and remained qualified for funding as of June 2017. An additional \$2.6 billion dollars in new construction and modernization grant requests remain on the State’s lists. Future bond sales are currently anticipated in the \$400-\$500 million range every six months.

In previous voter approved bond measures, the State had initially issued much larger bond amounts in an attempt to reduce the backlog of approved projects. Given the current backlog, the State has established a working list based on the date the remaining applications were submitted and the funding and time anticipated to be needed before an application may receive funding. Based on the timing of the District’s submitted applications and the \$400-\$500 million per six month period of anticipated funding, the earliest receipt of State reimbursements for the District has now been moved from the current fiscal year to fiscal years 2018-19 and 2019-20.

This delay reduces the ability of the District to proceed with the implementation of the Enhanced Plan which relies on State aid receipts from constructed projects to accelerate the construction of remaining projects. However, the Basic Plan which relies on locally available funds, including Measure D and its remaining authorization, remains in effect for the construction of priority projects in Phase 1 and 2. Nonetheless, the projected new State timing of receipt of State Aid reimbursements and subsequent rule changes identified as part of the June report require adjustments to the Master Budget and Schedule, including recommendations further in this report to accelerate a portion of the remaining bond authorization to bridge the lapse in State reimbursements anticipated to date and in Phase 2.

The following sections update the prior June 2017 funding and expenditures report to the Board. The report provides a comprehensive funding program, including a review of State aid grants, projected local developer fees, and local general obligation bonds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed activities over the next six month period.

#### 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. In November 2016, California voters approved Proposition 51 authorizing a total of \$9 billion in State bonds for K-14 facilities improvements, of which \$6.0 billion was authorized for K-12 facilities. In September 2017, the State proceeded with an initial sale of \$443.6 million in bonds under its Proposition 51 authorization, substantially less than is required to clear the backlog of approximately \$2.6 billion of prior approved projects. At this time, it is anticipated that the Governor will continued to influence a protracted pace of funding for project implementation.

Since 2012, the OPSC and the SAB have established periodic policies and funding lists to assist in providing a general sense of priority funding levels. The recent Proposition 51 bond sale of \$443.6 million is anticipated to be applied towards projects who qualified and submitted a priority funding certification in the latest June 2017 filing period. Projects that qualified for priority funding certification in June were those projects that were placed on an Unfunded List and represented projects that could no longer be



funded from the prior voter approved State bond measure because existing bond authority was no longer available for New Construction and Modernization applications. This list was restricted to projects that were received prior to July 12, 2012 for new construction and prior to May 3, 2012 for modernization.

Beginning November 1, 2012, the OPSC resumed processing applications on the basis of an Acknowledged List for projects that were received by OPSC after bond authority from the prior bond measure was exhausted. Applications placed on this list underwent an intake review to ensure all of the required documents have been submitted and presented to SAB for acknowledgement, but not approval, of funding in the order of date received. This list currently contains over \$2.6 billion dollars in new construction and modernization grant requests.

With the implementation of Proposition 51 and subsequent SAB actions, projects on the Acknowledged List are now being processed as part of a Workload List for compliance with new SAB regulations and subsequent approval for funding by the SAB. Based on when applications were submitted to OPSC, all of the District's applications have been on the Acknowledged List and are being transitioned onto the Workload List for SAB funding based on the date they were submitted.

OPSC staff continues to be impacted by reduced personnel and changes in administrative leadership which has substantially slowed the process. Based on discussions with OPSC staff, future bond sales at this time may be anticipated in the \$400-\$500 million range every six months. CFW continues to attend and monitor activities of the SAB. For purposes of projecting available funding within the Master Budget, the projected timing of receipt of State Aid reimbursements has been adjusted based on this bond sale assumption and where the District's submitted and future applications stand in line (e.g., application requests ahead of submitted applications and future applications).

Subsequent policy changes for grant funding from Prop. 51 have recently been approved by the SAB. Noteworthy key adjustments to the SFP include:

- **Grant Agreement:** Districts must enter into a grant agreement once funds have been apportioned; the agreement would disallow expenditures that have been previously eligible, such as technology
- **Audit Requirement:** As part of a District's local annual audit, an added component will include an audit of State funds; independent auditors must verify that districts appropriately expended State resources
- **New Baseline:** Enrollment projections and updated capacity analysis are required to establish a new construction grant eligibility baseline at the time the application is being processed by OPSC
- **Approved Land Reimbursement:** DSA approved New Construction plans are required prior to land reimbursement of a purchased site, per current OPSC administration
- **Financial Hardship:** Districts seeking financial hardship assistance may submit a request for funding without first obtaining a pre-approved status of their financial hardship

At this time, the primary impact of these adjustments is limited to the District's application for reimbursement for the Seabridge land purchase. The new policy changes require that construction plans

be developed, submitted and approved by the DSA and forwarded with the OPSC application for land purchase reimbursement. Up until July of this year, districts could submit for land purchase reimbursement without incurring the cost and time delay of preparing and having construction plans approved by DSA. The DSA has elected to retroactively apply this policy to projects that have already been on the Acknowledge List. Efforts should be undertaken by the District to appeal this action. If not successful, the District will be dropped from the Acknowledged List and be required to resubmit at the time of DSA and CDE approval for the Seabridge project in compliance with the new rules for reimbursement of the Seabridge land purchase, which will further delay reimbursement.

In the interim, the District needs to continue to coordinate the processing of State Aid to:

- Update Baseline eligibility pursuant to SAB requirements
- Prepare and monitor necessary filings per CEQA, DTSC, DSA, and CDE as shown in Figure 1
- File applications with the OPSC once a project receives all required approvals

**Figure 1: State Agency Review Steps**



To be effective in seeking State assistance for the funding of local school facility improvements, an overall strategy has been implemented that incrementally builds upon the Basic, Enhanced and Extended Plan for State aid. That strategy is based on a periodic assessment of the amount of local program grants that may be available for qualifying modernization or new construction of school facilities. Wherever possible, participation in these programs is coordinated with and blended within an overall implementation program that seeks to aid in the creation of 21st century learning environments and innovative academic initiatives for all students served by the District. For the most part, these programs require a local match and therefore local funding is integrated to support the construction of projects that maximize eligibility

and promote the maximum reimbursement possible to support other support projects that are not eligible for State aid funding on their own. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the program.

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 2017 pupil grant is currently \$4,228 for grades K-6 and \$4,472 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 remaining planned reconstruction projects.

**Table 1: 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	\$211,400	27	\$2,853,900	0		\$3,065,300
Chavez	27	0		0		0		27	\$2,853,900	\$2,853,900
Curren	37	0		0		2	\$211,400	35	\$3,699,500	\$3,910,900
Driffill	22	0		0		0		22	\$2,325,400	\$2,325,400
Elm	31	0		19	\$2,008,300	0		12	\$1,268,400	\$3,276,700
Frank	52	0		45	\$5,433,480	5	\$603,720	2	\$241,488	\$6,278,688
Fremont	36	0		2	\$241,488	0		34	\$4,105,296	\$4,346,784
Harrington	3	0		3	\$317,100	0		0		\$317,100
Haydock	37	32	\$3,863,808	0		5	\$603,720	0		\$4,467,528
Kamala	33	0		5	\$528,500	1	\$105,700	27	\$2,853,900	\$3,488,100
Lemonwood	32	3	\$317,100	7	\$739,900	0		22	\$2,325,400	\$3,382,400
Marina West	31	4	\$422,800	6	\$634,200	0		21	\$2,219,700	\$3,276,700
Marshall	27	0		0		0		27	\$2,853,900	\$2,853,900
McAuliffe	39	34	\$3,593,800	2	\$211,400	2	\$211,400	1	\$105,700	\$4,122,300
McKinna	31	7	\$739,900	4	\$422,800	3	\$317,100	17	\$1,796,900	\$3,276,700
Ramona	52	0		24	\$2,536,800	0		28	\$2,959,600	\$5,496,400
Ritchen	30	28	\$2,959,600	2	\$211,400	0		0		\$3,171,000
Rose Avenue	34	0		3	\$317,100	0		31	\$3,276,700	\$3,593,800
Sierra Linda	37	8	\$845,600	8	\$845,600	0		21	\$2,219,700	\$3,910,900
Soria	0	0		0		0		0		\$0
<b>Total</b>	<b>620</b>	<b>116</b>	<b>\$12,742,608</b>	<b>132</b>	<b>\$14,659,468</b>	<b>45</b>	<b>\$4,906,940</b>	<b>327</b>	<b>\$35,105,484</b>	<b>\$67,414,500</b>
<b>Submitted Applications</b>										
Project 1 - Fremont	8	\$965,952								
Project 1 - McAuliffe	1	\$105,700								
<b>Remaining Eligibility</b>	<b>9</b>	<b>\$1,071,652</b>								
	<b>107</b>	<b>\$11,670,956</b>		<b>132</b>	<b>\$14,659,468</b>	<b>45</b>	<b>\$4,906,940</b>	<b>327</b>	<b>\$35,105,484</b>	<b>\$66,342,848</b>

\*Current dollars

Table 1 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. No changes are reported from the June 2017 update. The District is currently eligible for approximately \$12.7 million in State modernization (including approximately \$1 million in prior modernization applications awaiting apportionment). An additional \$14.6 million eligibility is projected by 2020, \$4.9 million by 2025 and \$35.1 million by 2029. All modernization projects require a local match to be provided by the District, unless Financial Hardship is utilized as explained later in this section. Collectively, these amounts are used as inputs and integrated where possible in the facilities Master Budget and Schedule to implement proposed projects.

#### 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 2017 pupil grant is currently \$11,104 for grades K-6 and \$11,744 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 2 summarizes the District’s estimated new construction eligibility. No changes are reported since the June 2017 update. The District is eligible for approximately \$74.1 million in new construction grants, including \$63.2 million for grades K-6 and \$10.9 million for grade levels 7-8. 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. Likewise, if enrollment declines, a comparable decrease in future State aid will decrease. The estimated eligibility is available district wide, but subject to the availability of funding from the SFP.

**Table 2: New Construction Eligibility (50/50)**

Grade Level	Eligible Pupils	Grant Value (2017)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	5,691	\$11,104	\$63,192,864	\$63,192,864
7-8	932	\$11,744	\$10,945,408	\$10,945,408
<b>Total</b>	<b>6,623</b>		<b>\$74,138,272</b>	<b>\$74,138,272</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", or completion of the project. 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. Financial hardship funding is proposed to be used strategically, with careful consideration to minimize the impact on the use of other sources of funding as identified above. Potential Hardship funding sites include Rose Avenue, Sierra Linda and Marina West.

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#### 4.1.4 JOINT USE FUNDING

The SFP also provides a Joint-Use Program that allows school districts to utilize a joint-use partner and State funding to build a joint-use project the District would not otherwise be able to build due to lack of

financial resources or SFP eligibility. For school districts, prior projects that have been funded by the State have included multipurpose rooms, gymnasiums and sport facilities. The State and local contribution to a joint-use project is 50/50. The State provides 50% of the project cost; with a maximum State contribution of \$1 million for an elementary school, \$1.5 million for a middle school and \$2 million for a high school. Participating districts must enter into a joint-use agreement with a joint use-partner. The program does not require the use of modernization or new construction pupil grants. However, any modernization or new construction grants previously utilized for a project would be deducted from the joint use grant, should a district wish to apply for joint use funds for the same facility.

The joint-use partner must match a minimum of 25% of the eligible project costs. If a district has passed a General Obligation (G.O.) bond which specifies that the monies are to be used specifically for the joint-use project, the district can opt to pay up to the full 50% local share of eligible costs. Anything beyond the eligible project costs is the responsibility of the joint use partner and/or the district.

The State has not been accepting applications for joint-use up to this point due to lack of funding. To the extent funds become available at that time, the District could submit for funding for eligible joint use projects. Any additional funds received through the joint use program may serve to augment revenues to the program and reallocate pupil grants elsewhere, where applicable.

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#### 4.1.5 REMAINING AND PROPOSED USE OF NEW CONSTRUCTION ELIGIBILITY

Table 3 presents the New Construction applications that have been filed with the OPSC, indicating approximately \$28.5 million in submitted applications. Over the last six months, efforts were completed to receive final approval from the CDE for the Lemonwood, Marshall, and Elm projects. Approximately \$14.2 million in funding applications have been filed for the Lemonwood and Marshall projects. Elm awaits final design of the City required off-site sewer improvements for submittal.

Table 3 also reflects the 2017 per pupil grant amounts but excludes any additional anticipated allowances for site development and SDC pupils, which may increase the potential overall grant amount upon apportionment. For example, the funding application for the Elm project is pending determination of final site development costs associated with required sewer improvements per the City of Oxnard. Once final, the application will include the established costs, thereby increasing the anticipated reimbursement funding from the State for Elm.

Per the current regulations, the District has secured its place in line for these applications as part of the State's "Workload List" for compliance with new SAB regulations and subsequent approval for funding by SAB. Based on when applications were submitted to OPSC, all of the District's applications have been on the Acknowledged List and are being transitioned unto the Workload List for SAB funding based on the date they were submitted.

**Table 3: 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>\$74,138,272</b>
Harrington School	807	0	807	\$8,960,928
Driffill	0	132	132	\$1,550,208
Lemonwood	575	351	926	\$10,506,944
Marshall	100	216	316	\$3,647,104
<b>Total</b>	<b>1,482</b>	<b>699</b>	<b>2,181</b>	<b>\$24,665,184</b>
Plus Seabridge Land Purchase <sup>1</sup>				\$3,878,426
			<b>Total Applications</b>	<b>\$28,543,610</b>
			<b>Current Eligibility</b>	<b>\$74,138,272</b>
			<b>Less Pupil Grant Applications</b>	<b>(\$24,665,184)</b>
<b>Total grant amount remaining</b>	<b>4,209</b>	<b>233</b>	<b>4,442</b>	<b>\$49,473,088</b>

1. No pupil grants required

Taking into consideration the applications that have been filed, the District's total remaining eligibility is estimated to be \$49.5 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 4 provides a summary of proposed new construction applications to be submitted. These estimated amounts exclude any grants anticipated to be utilized for SDC classrooms. Approximately \$6.7 million is anticipated to be reimbursed from Elm. Approximately \$32.4 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 and Marina West which would utilize the remaining 657 pupil grants, as well as Rose Avenue during Phase 3, if needed.

**Table 4: Anticipated Remaining New Construction Applications**

	Remaining New Construction Grants			Grant Amount
	K-6	7-8	Total	
Remaining pupil eligibility	4,209	233	4,442	
Less SDC pupils used	228	48	276	
	<b>3,981</b>	<b>185</b>	<b>4,166</b>	<b>\$46,377,664</b>
<i>Less grants for Measure "R" projects to be used at:</i>				
Elm	600	0	600	\$6,662,400
<b>Total grants used</b>	<b>600</b>	<b>0</b>	<b>600</b>	<b>\$6,662,400</b>
<i>Less grants for Measure "D" projects to be used at:</i>				
Reconstruction of McKinna	715	0	715	\$7,939,360
New K-5 at Seabridge	612	0	612	\$6,795,648
Reconstruction of Rose Avenue*	710	0	710	\$7,883,840
New K-5 at Doris/Patterson	687	0	687	\$7,628,448
New 6-8 at Doris/Patterson	0	185	185	\$2,172,640
<b>Total grants used</b>	<b>2,724</b>	<b>185</b>	<b>2,909</b>	<b>\$32,419,936</b>
<b>Balance of Pupil Grants Remaining</b>	<b>657</b>	<b>0</b>	<b>657</b>	<b>\$7,295,328</b>

\*Available for hardship funding if needed



## 4.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620. The purpose of these fees is to offset the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The code also permits an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of Developer Fees that can be assessed:

- Level 1 fees are established by statute and adjusted by the State Allocation Board and are currently \$3.48 per square foot of residential development and \$0.56 per square foot of commercial and industrial development
- Level 2 fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- Level 3 fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A district justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. In April 2016, the District adopted a Developer Fee Justification Study prepared by the Dolinka Group that established the justification for collecting Level 1 fees at the adjusted level of \$3.48 per square foot of residential construction and \$0.56 per square foot of commercial or industrial construction. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$2.30 per square foot for residential and \$0.37 per square foot for commercial.

In April 2017, the District adopted a School Facilities Needs Analysis, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of \$3.71 per square foot for all new future residential units built within the District's boundaries. Using available County and local data, the Study estimates that an additional 1,410 residential single and multi-family homes, totaling 2,257,250 square feet, will be built in the District over the next five years. From this data, an estimated \$8.4 million is anticipated to be collected in developer fees over the next five years. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees during this period. The current projections to not include any additional developer fee mitigation amounts from the Doris/Patterson project should it be annexed by the City and development allowed to occur pursuant to the proposed Mitigation Agreement.

## 4.3 GENERAL OBLIGATION BONDS

The District has used G.O. bonds previously to fund major school facility improvements and has been successful in making use of public financing options and garnering community support to improve school

facilities. 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 in combination with other local funds 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 from the above projects to fund additional facility improvements.

Measure “D” was approved by voters on November 8, 2016, and authorized \$142.5 million in bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements. In March 2017, the District issued approximately \$81 million in Measure “D” bonds, leaving approximately \$61.5 million in remaining Measure “D” authorization. Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program, and will also be used to meet the local match requirement for State school facility grants—leveraging the State Aid matching grants.

No additional Measure “D” bonds were issued during the six-month period beginning July 1st through December 31st. However, to bridge the State’s delay in funding submitted State aid applications, it is recommended that the District accelerate the sale of approximately \$18 million in Series B bonds during the current fiscal year. The issuance of additional bonds will allow the District to utilize funds from other local sources to accommodate the beginning of a technology replacement cycle and to refresh the Program Reserve which was utilized to mitigate construction cost increases due to additional scope and inflation. A subsequent Series C of bonds is still contemplated to occur in 2020-21 which would consist of the balance of anticipated G.O. bond proceeds for Phase 2 in the amount of \$5.7 million. Additional bond sales are currently scheduled for 2023 and 2026.

#### 4.4 PROJECT EXPENDITURE TO DATE

A budget and expenditure tracking protocol has been established and utilized for Phase 1 and Phase 2 projects under current implementation. As of the June 2017 Semi-Annual Report, the total Phase 1 and Phase 2 budget was approximately \$309.9 million for projects under current implementation, inclusive of the program reserve. Table 5 below also includes approximately \$7.9 million budgeted for land acquisition for the Doris Patterson site, funded by a District Certificate of Participation (COP) issued in 2016. 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 5 provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2017 totaling approximately \$86.8 million. 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 June 2017 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2017 report, subsequent expenditure reports will reflect the revised budget value.

**Table 5: Estimated Phase I and Phase II Expenditures to Date**

Project	Adopted Budget	Fiscal Year Expenditures						Total
		2012-13	2013-14	2014-15	2015-16	2016-17	2017-18 <sup>1</sup>	
Acquire Site New Elem K-5	\$7,756,852	\$7,668,620	\$34,158	\$0	\$46,736	\$16,375	(\$5,885)	\$7,760,003
Doris/Patterson Acquire Land	\$7,920,000	\$0	\$0	\$0	\$102,895	\$250,347	\$0	\$353,242
Doris/Patterson LAFCO Planning	\$660,000	\$0	\$14,625	\$37,345	\$31,776	\$144,811	\$27,484	\$256,042
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$146,934	\$1,433,501	\$12,220,917	\$9,698,198	\$224,482	\$3,338	\$23,727,370
Design & Reconstruct Lemonwood Elem K-8	\$37,465,448	\$153,297	\$821,438	\$1,473,830	\$1,763,788	\$15,489,906	\$5,006,216	\$24,708,475
Design & Reconstruct Elm Elem K-5	\$28,672,291	\$0	\$348,343	\$1,214,699	\$359,188	\$3,311,917	\$1,835,544	\$7,069,990
Design & Construct Seabridge K-5	\$28,568,432	\$0	\$0	\$0	\$0	\$191,895	\$187,256	\$379,150
Design & Reconstruct McKinna K-5	\$31,507,869	\$0	\$0	\$0	\$0	\$656,309	\$1,244,750	\$1,901,059
Design & Reconstruct Rose Avenue K-5	\$5,739,807	\$0	\$0	\$0	\$0	\$103,202	\$92,861	\$196,062
Design & Construct Doris/Patterson K-5	\$29,556,164	\$0	\$0	\$0	\$420,907	\$0	\$46,538	\$467,445
Design & Construct Doris/Patterson 6-8	\$49,057,213	\$0	\$0	\$0	\$0	\$0	\$63,331	\$63,331
<b>Design &amp; Improve K-5 Kindergarten Facilities</b>								
Ritchen	\$456,837	\$16,341	\$70,428	\$341,936	\$16,563	\$119	\$0	\$445,387
Brekke	\$276,090	\$12,005	\$56,576	\$199,561	\$6,513	\$112	\$0	\$274,767
McAuliffe	\$336,509	\$11,856	\$86,202	\$214,623	\$8,898	\$107	\$0	\$321,686
Driffill	\$409,771	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$351,773
<b>Total K-5 Kindergarten Facilities</b>	<b>\$1,479,208</b>	<b>\$91,537</b>	<b>\$269,916</b>	<b>\$999,031</b>	<b>\$31,974</b>	<b>\$1,155</b>	<b>\$0</b>	<b>\$1,393,613</b>
<b>Design &amp; Construct Science Labs/Academies</b>								
Chavez	\$649,009	\$17,760	\$166,257	\$443,641	\$19,273	\$182	\$0	\$647,113
Curren	\$598,330	\$17,092	\$116,368	\$445,658	\$17,485	\$176	\$0	\$596,779
Kamala	\$619,123	\$17,500	\$152,875	\$428,993	\$18,299	\$186	\$0	\$617,853
Haydock	\$1,075,212	\$63,767	\$296,345	\$664,682	\$23,810	\$25,687	\$7,188	\$1,081,480
Fremont	\$1,893,735	\$85,147	\$502,885	\$1,209,337	\$12,709	\$83,718	\$0	\$1,893,796
<b>Total Science Labs/Academies</b>	<b>\$4,835,409</b>	<b>\$201,266</b>	<b>\$1,234,731</b>	<b>\$3,192,311</b>	<b>\$91,576</b>	<b>\$109,948</b>	<b>\$7,188</b>	<b>\$4,837,020</b>
<b>Project 1 Remaining Adjustment</b>	<b>\$151,678</b>							
<b>Kindergarten Flex Classrooms</b>								
Brekke	\$1,259,071	\$0	\$0	\$0	\$0	\$0	\$12,539	\$12,539
McAuliffe	\$1,259,071	\$0	\$0	\$0	\$0	\$0	\$12,539	\$12,539
Ramona	\$1,259,071	\$0	\$0	\$0	\$0	\$0	\$12,539	\$12,539
Ritchen	\$1,259,071	\$0	\$0	\$0	\$0	\$0	\$12,539	\$12,539
<b>Total Kindergarten Flex Classrooms</b>	<b>\$5,036,286</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,155</b>	<b>\$50,155</b>
<b>Pre-Kindergarten Improvements</b>								
Harrington	\$1,083,351	\$0	\$0	\$8,631	\$85,441	\$31,200	\$7,800	\$133,071
Lemonwood	\$860,386	\$0	\$0	\$6,854	\$10,618	\$9,247	\$2,399	\$29,118
<b>Total Pre-Kindergarten Improvements</b>	<b>\$1,943,737</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,485</b>	<b>\$96,059</b>	<b>\$40,446</b>	<b>\$10,199</b>	<b>\$162,189</b>
Ritchen New Special Day Classroom	\$175,000	\$0	\$0	\$9,011	\$100,210	\$0	\$0	\$109,221
Marshall K-8 12 Classroom Addition	\$8,097,558	\$0	\$0	\$67,943	\$533,775	\$136,310	\$30,204	\$768,232
FF&E Allowance	\$5,373	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$204,563	(\$31,904)	(\$690)	\$171,969
Fremont MS Gym	\$5,557,436	\$0	\$0	\$0	\$0	\$0	\$32,285	\$32,285
Technology Phase 1	\$11,216,175	\$1,280,012	\$7,486,417	\$2,161,123	\$269,612	\$920,735	\$0	\$12,117,900
Technology Phase 2	\$9,000,000	\$0	\$0	\$0	\$0	\$57,574	\$29,876	\$87,451
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$19,305,992							
<b>TOTAL</b>	<b>\$317,880,132</b>	<b>\$9,691,666</b>	<b>\$11,643,603</b>	<b>\$21,391,694</b>	<b>\$13,751,259</b>	<b>\$21,623,508</b>	<b>\$8,660,949</b>	<b>\$86,762,679</b>

**Notes:**

1. Fiscal Year 2017-18 expenditures are as of October 31, 2017
2. Budgets have been adjusted per the June 2017 Master Construct and Implementation Program approved by Board
3. Budget adjusted to include Doris/Patterson land acquisition of \$7.9 million funded from District COP
4. Figures presented above are unaudited

From July 1, 2012 through October 31, 2017, the District expended approximately \$29 million in expenditures for additional facilities improvements, of which \$8.2 million were expended for eligible projects beginning with \$3.7 million of Developer Fee Fund Balances prior to the adoption of the Jan 2013 Implementation Plan, plus additional expenditures thereafter which were planned for State Aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being assumed by the Master Construct Program until such time that State Aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$21 million in expenditures outside of the Program were funded by the District's prior Measure M bond program.

Expenditure reports related to the current bond programs are made available for review by the Citizens Oversight Committees and expenditures are audited annually for the Board's review.

# MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated master budget and schedule which merges and integrates proposed projects reliant on the funds from the Measure “R” and Measure “D” bond programs and other local sources including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The integrated Program includes four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately \$447.3 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the June 2017 six-month review and recommended adjustments for the next six-month period. During this period, adjustments include proposed budget increases to current projects including Lemonwood, Harrington Child Development Center, Marshall, and the Kindergarten Flex Classroom projects due to specific project construction needs and required professional services as previously approved by the Board. Based on actions from the SAB and OPSC, including the current estimate of future biannual State bond sales of approximately \$400-\$500 million, the Master Budget and Schedule has been revised pursuant to projected timing of anticipated receipt of State Aid reimbursements by the District and by owner driven delays on the completion of the Doris/Patterson land purchase and the consequent impact to acquire local agency approval thereafter. This guidance results in a significant amount of projected State Aid funds being projected to move into Phase 3 and 4 of the program, correspondingly.

## 5.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 6 presents the Adopted Master Construct and Implementation Program Budget as of June 2017 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately \$447.3 million funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as

mandated from time to time and as may be needed to accommodate local program specifications and requirements.

Phase 1 spans the period from FY2013-2017 and is underway. Phase 1 progress includes:

- completed improvements to kindergarten facilities at Ritchen, Brekke, McAuliffe, and Driffill schools, and construction of science labs at Chavez, Curren, Kamala, Haydock, and Fremont schools to accommodate the educational reconfiguration plan
- purchase of the first of two planned elementary school sites to accommodate existing and future District enrollment
- occupancy of the newly constructed Harrington Elementary to replace the prior obsolete facility
- current construction of the new Lemonwood K-8 and Elm K-5 schools to replace older existing facilities
- current construction of an early childhood development center/kindergarten annex at Harrington Elementary and a new grade 6-8 classroom building at Marshall
- ongoing efforts towards the acquisition and environmental review of a joint second elementary school site and an additional middle school site to accommodate existing and future enrollment
- deployment of State-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launches the Measure “D” projects with the proposed:

- reconstruction of McKinna and design for reconstruction of Rose Avenue K-5 schools
- construction of a new Seabridge K-5
- construction of new kindergarten/flex classroom buildings at McAuliffe, Brekke, Ritchen, and Ramona elementary schools
- acquisition of a site and construction of new Doris/Patterson K-5 and 6-8 schools
- construction of a gym at Fremont middle school
- upgrades to the technology program to maintain 21st Century Facilities standards and connectivity

Launching in 2021, Phase 3 includes 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. Also included are support facility improvements at Brekke, McAuliffe, Ramona, and Ritchen, as well as completing the reconstruction of Rose Avenue K-5.

The Program concludes with Phase 4 with an anticipated launch of 2026. Phase 4 includes the reconstruction of Marina West and Sierra Linda K-5 schools. Multipurpose room improvements are also planned at Driffill to accommodate the opportunity to further consider the reconfiguration of the Driffill site.

**Table 6: Adopted 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**	\$ 123,767,309	\$ 2,515,863	\$ 75,631,428	\$ 15,442,374	\$ 30,177,645
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 (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 13,425,922	\$ 3,257,638	\$ 1,129,896	\$ 4,203,110	\$ 4,835,279
<b>Est. Total Sources</b>	<b>\$ 447,275,513</b>	<b>\$ 126,475,086</b>	<b>\$ 192,158,664</b>	<b>\$ 54,049,104</b>	<b>\$ 74,592,660</b>
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,756,852	\$ 7,756,852	\$ -	\$ -	\$ -
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	\$ 28,672,291	\$ 28,672,291	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 37,465,448	\$ 37,465,448	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 31,507,869	\$ -	\$ 31,507,869	\$ -	\$ -
Reconstruct Marina West K-5	\$ 32,175,006	\$ -	\$ -	\$ -	\$ 32,175,006
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 5,739,807	\$ 24,940,775	\$ -
Reconstruct Sierra Linda K-5	\$ 31,547,013	\$ -	\$ -	\$ -	\$ 31,547,013
Marshall K-8 (CR)	\$ 8,097,558	\$ 8,097,558	\$ -	\$ -	\$ -
Drifill 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/Modular/MPR/Support)	\$ 3,326,948	\$ 336,509	\$ 1,259,071	\$ 1,731,368	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 2,692,092	\$ 276,090	\$ 1,259,071	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/MPR/Support)	\$ 5,618,661	\$ 631,837*	\$ 1,259,071	\$ 3,727,753	\$ -
Ramona ES (Modular/MPR/Support)	\$ 3,306,697	\$ -	\$ 1,259,071	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ 151,678	\$ 151,678	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,451,170	\$ 1,893,735	\$ 5,557,436	\$ -	\$ -
Haydock MS (SL/Gym)	\$ 2,575,212	\$ 1,075,212	\$ -	\$ 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>\$ 411,646,113</b>	<b>\$ 126,475,086</b>	<b>\$ 172,696,824</b>	<b>\$ 41,104,451</b>	<b>\$ 71,369,752</b>
Program Reserve	\$ 35,629,399	\$ -	\$ 19,461,839	\$ 12,944,653	\$ 3,222,907
<b>Est. Total Uses</b>	<b>\$ 447,275,513</b>	<b>\$ 126,475,086</b>	<b>\$ 192,158,664</b>	<b>\$ 54,049,104</b>	<b>\$ 74,592,659</b>
Est. Ending Fund Balance	\$ -				
<b>Total Combined Master Budget</b>	<b>\$ 447,275,513</b>				

\*Includes New Special Day Classroom

\*\*Applies some State Aid reimbursements received from Phase 1 projects to Phase 1 and assumes State Aid financial hardship during Phase 4

## 5.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 7 below presents the proposed Revised Master Construct and Implementation Program for Board consideration as part of the current six-month update report.

**Table 7: Revised Master Construct & Implementation Program Budget**

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
<b>Total Measure "R" Bonds</b>	<b>\$ 89,059,894</b>				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 18,000,000	\$ -	\$ 18,000,000	\$ -	\$ -
Series C	\$ 5,700,000	\$ -	\$ 5,700,000	\$ -	\$ -
Series D	\$ 15,100,000	\$ -	\$ -	\$ 15,100,000	\$ -
Series E	\$ 22,700,000	\$ -	\$ -	\$ -	\$ 22,700,000
<b>Total Master Construct Bonds</b>	<b>\$ 142,225,000</b>				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
<b>Total COP Proceeds</b>	<b>\$ 7,606,764</b>				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements**	\$ 131,430,082	\$ -	\$ 13,865,714	\$ 85,777,754	\$ 31,786,614
Est. Developer Fees	\$ 52,860,734	\$ 7,454,555	\$ 9,963,212	\$ 17,280,738	\$ 18,162,229
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 6,297,192	\$ 1,594,953	\$ 534,190	\$ 2,303,289	\$ 1,864,761
<b>Est. Total Sources</b>	<b>\$ 451,152,178</b>	<b>\$ 127,388,677</b>	<b>\$ 128,788,116</b>	<b>\$ 120,461,781</b>	<b>\$ 74,513,604</b>
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,756,852	\$ 7,756,852	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,410,000	\$ 660,000	\$ 8,750,000	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 3,546,740	\$ 26,009,424	\$ -
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 5,886,866	\$ 43,170,347	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 28,672,291	\$ 28,672,291	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 38,222,523	\$ 38,222,523	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 31,507,869	\$ -	\$ 31,507,869	\$ -	\$ -
Reconstruct Marina West K-5	\$ 32,175,006	\$ -	\$ -	\$ -	\$ 32,175,006
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 3,681,670	\$ 26,998,912	\$ -
Reconstruct Sierra Linda K-5	\$ 31,547,013	\$ -	\$ -	\$ -	\$ 31,547,013
Marshall K-8 (CR)	\$ 11,422,558	\$ 11,422,558	\$ -	\$ -	\$ -
Drifill 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/Modular/MPR/Support)	\$ 3,570,015	\$ 336,509	\$ 1,502,138	\$ 1,731,368	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 2,935,159	\$ 276,090	\$ 1,502,138	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/MPR/Support)	\$ 5,861,728	\$ 631,837	\$ 1,502,138	\$ 3,727,753	\$ -
Ramona ES (Modular/MPR/Support)	\$ 3,549,764	\$ -	\$ 1,502,138	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ 145,349	\$ 145,349	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,451,231	\$ 1,893,796	\$ 5,557,436	\$ -	\$ -
Haydock MS (SL/Gym)	\$ 2,581,480	\$ 1,081,480	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington CDC	\$ 2,512,726	\$ 2,512,726	\$ -	\$ -	\$ -
Lemonwood CDC	\$ 860,386	\$ -	\$ 860,386	\$ -	\$ -
Technology	\$ 26,216,175	\$ 11,216,175	\$ 9,000,000	\$ 6,000,000	\$ -
<b>Subtotal</b>	<b>\$ 426,879,831</b>	<b>\$ 131,126,151</b>	<b>\$ 112,041,569</b>	<b>\$ 112,342,359</b>	<b>\$ 71,369,752</b>
Brekke ES COP Lease Payments	\$ 4,291,014	\$ -	\$ 1,419,606	\$ 2,390,860	\$ 480,548
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 13,674,350</b>	<b>\$ -</b>	<b>\$ 6,419,442</b>	<b>\$ 4,453,360</b>	<b>\$ 2,801,548</b>
Program Reserve	\$ 6,860,522	\$ (3,737,474)	\$ 6,589,630	\$ 3,666,062	\$ 342,304
<b>Est. Total Uses</b>	<b>\$ 451,152,178</b>	<b>\$ 131,126,151</b>	<b>\$ 125,050,642</b>	<b>\$ 120,461,781</b>	<b>\$ 74,513,604</b>
Est. Ending Fund Balance	\$ -				
<b>Total Combined Master Budget</b>	<b>\$ 451,152,178</b>				

\*Includes New Special Day Classroom

\*\*Assumes State Aid financial hardship during Phase 4



Total sources of funding are anticipated to increase to approximately \$451.1 million. The increase is the result of the addition of proceeds from the District's Certificates of Participation Series 2016 in the amount of approximately \$7.6 million for the acquisition of a new elementary and middle school site at Doris/Patterson. Offsetting the increase in Certificates of Participation (COPs) proceeds is a reduction in G.O. bond proceeds to reflect the net proceeds, absent the cost of issuance, that have been made available to the Program under Measure "R". Based on the State's delay and projected new schedule for funding submitted applications for State aid reimbursements and the extended period to acquire and construct Doris / Patterson facilities, a significant amount of projected State Aid funds of approximately \$61.8 million has been moved into Phase 3 and 4 of the program from Phase 2. It is anticipated that the District will receive the first tranche of reimbursements in 2018-19 which includes the applications for Harrington, Seabridge land acquisition, and Fremont and McAuliffe modernization during Project 1. Applications submitted for subsequent projects are now anticipated to be funded starting in Phase 3 and may continue through Phase 4.

Proposed uses have been adjusted to provide increases to current projects due to specific project construction needs and required professional services as previously approved by the Board. Additional facilities expenditures as of October 31, 2017 are also reported to account for available funds. The Program has also been amended to incorporate existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of new elementary and middle school sites. Some of these expenditures are due to the need to accommodate the protracted delay in the receipt of State aid funding, absent the availability of other funds.

### 5.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Table 8 provides the total estimated cost for Phase 1 of approximately \$131.1 million.

**Table 8: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)**

Project	Schedule June 2017	Schedule Dec 2017	Estimated Budget	Variance
<b>Master Construct &amp; Implementation Program Improvements</b>				
Acquire New Sites				
Seabridge Elementary School	2013	2013	\$7,756,852	\$0
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$660,000	\$0
Subtotal			\$8,416,852	\$0
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$0
Lemonwood K-8	2014/18	2014/18	\$37,465,448	\$757,076
Elm Elem. K-5	2014/16	2014/16	\$28,672,291	\$0
Subtotal			\$90,741,545	\$757,076
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14		
Ritchen			\$631,837 **	\$0
Brekke			\$276,090	\$0
McAuliffe			\$336,509	\$0
Driffill			\$409,771	\$0
Subtotal			\$1,654,208	\$0
Design & Construct Science Labs (Project 1)	2013/14	2013/14		
Chavez Science Labs K-8			\$649,009	\$0
Curren Science Labs K-8			\$598,330	\$0
Kamala Science Labs K-8			\$619,123	\$0
Haydock Science Labs 6-8 & Utility Upgrades			\$1,075,212	\$6,268
Fremont Science Labs 6-8 & Utility Upgrades			\$1,893,735	\$61
Subtotal			\$4,841,738	\$6,329
Project 1 Adjustment			\$145,349	(\$6,329)
Childhood Development Center Improvements				
Harrington	2015	2015	\$1,083,351	\$2,512,726
Lemonwood	2016	2019	\$860,386	\$0
Subtotal			\$2,512,726	\$568,989
Planning for K-8 MPRs	2016	2016	\$175,000	\$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$8,097,558	\$11,422,558
Technology	2013/15	2013/15	\$11,216,175	\$0
Program Improvements Subtotal			\$131,126,151	\$4,651,064
Program Reserve			\$0	(\$3,737,474)
Program Improvements Total			\$131,126,151	\$4,651,064

\*Current dollars

\*\*Includes New Special Day Classroom

Phase 1 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. Major adjustments to the Phase 1 budget are centered on additional construction costs associated with Lemonwood, Harrington Child Development Center, and Marshall which have been reviewed and approved by the Board since June 2017. These budgets have been adjusted to reflect the approved final Guaranteed Maximum Price (GMP) at Marshall, the approved bid for Harrington Child Development Center, and approved change orders for Lemonwood. Additional adjustments are proposed to accommodate approved professional services and GMP site development contracts for the Kindergarten Flex Classroom projects. Project 1 actuals are proposed to be offset by the budgeted Project 1 adjustment line to accommodate close out of these projects. The balance of project costs remains the same from the prior six-month period. In total, the Phase 1 budget has been increased to \$131.1 million to reflect these adjustments. Any shortfalls to the Program Reserve have since been reduced from available local sources, including Measure D.

**5.4 PHASE 2 MASTER BUDGET AND SCHEDULE**

Table 9 provides the total estimated cost for Phase 2 of approximately \$125.1 million.

**Table 9: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)**

Project	Schedule June 2017	Schedule Dec 2017	Estimated Budget		Variance
<b>Master Construct &amp; Implementation Program Improvements</b>					
Acquire New Sites					
Doris/Patterson K-5 / Middle School		2018	\$0	\$8,750,000	\$8,750,000
Subtotal				\$8,750,000	\$8,750,000
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2018/2019	2019/2023	\$29,556,164	\$3,546,740	(\$26,009,424)
Dorris Patterson 6-8	2018/2020	2019/2021	\$49,057,213	\$5,886,866	(\$43,170,347)
Seabridge K-5	2018/2020	2018/2020	\$28,568,432		\$0
Reconstruct School Sites: Master Construct					
Rose Avenue K-5	2018/2021	2018/2021	\$5,739,807	\$3,681,670	(\$2,058,137)
McKinna K-5	2017	2017	\$31,507,869		\$0
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	1,259,071	\$1,502,138	\$243,067
McAuliffe	2018	2018	1,259,071	\$1,502,138	\$243,067
Ramona	2018	2018	1,259,071	\$1,502,138	\$243,067
Ritchen	2018	2018	1,259,071	\$1,502,138	\$243,067
Construct Gym & Modernize MPR					
Fremont	2018	2020	\$5,557,436		\$0
Modernize K-8 Multipurpose Rooms					
Chavez	2019	2019	\$2,007,579		\$0
Curren	2019	2019	\$4,581,500		\$0
Kamala	2019	2019	\$2,084,539		\$0
Childhood Development Center Improvements					
Lemonwood	2016	2019	\$0	\$860,386	\$860,386
Subtotal				\$94,291,569	(\$60,655,256)
Technology	2020	2018/2020		\$9,000,000	\$0
Program Improvements Subtotal				\$112,041,569	(\$60,655,256)
Program Reserve			\$19,461,839	\$6,589,630	(\$12,872,209)
Additional Facilities Expenditures		2018	\$0	\$4,519,836	\$4,519,836
Program Lease Payments					
Brekke ES COP	2026	2026	\$0	\$1,419,606	\$1,419,606
COP for Land Acquisition	2026-29	2026-29	\$0	\$480,000	\$480,000
Subtotal				\$6,419,442	\$6,419,442
Program Improvements Total				\$125,050,642	(\$67,108,022)

\*Current dollars

Given the protracted schedule for the Doris/Patterson land acquisition and the local agency process for approvals, the proposed construction timing for the Doris Patterson K-5 and 6-8 facilities has been adjusted to allow sufficient time to complete necessary acquisition and agency approvals. Required planning and design on the proposed Doris Patterson K-5 and 6-8 sites will continue during Phase 2 and corresponding funding for completion of design and construction remains from Measure “D” authorization and State aid reimbursements from prior submitted applications. Construction is now anticipated to occur in Phase 3.

Remaining adjustments are for the Kindergarten Flex classroom project, Rose Avenue design and the Early Childhood Development Center at Lemonwood. Proposed budget adjustments to the Kindergarten Flex classroom projects are included to accommodate approved professional services and GMP site development contracts that have been approved by the Board individually since the prior June 2017 Report. The Rose Avenue design component has been adjusted to reflect the actual contracting of design and construction services and anticipated costs to prepare and submit required design drawings for approval to DSA. The schedule for the construction of the Early Childhood Development Center at

Lemonwood has been adjusted to accommodate the latest schedule for completion of Phase 1 and 2 of the new Lemonwood K-8 school.

Phase 2 and subsequent phases have been revised to account for additional facilities expenditures against the program as of October 31, 2017 as well as District lease payments related to prior improvements at Brekke Elementary and the acquisition of new elementary and middle school sites. The additional facilities expenditures include, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other eligible facility improvements. Including the District lease payments, these expenditures are in addition to the overall program budget and account for approximately \$6.4 million in Phase 2.

Given the new OPSC projected schedule for receipt of State aid reimbursements from prior approved District applications and the extended schedule for Doris/Patterson, the proposed State aid reimbursements during Phase 2 have been substantially decreased. This requires bridge financing to keep ongoing projects moving forward, including compliance with new SAB requirements, through the recommended issuance of the next series of Measure “D” bonds of approximately \$18 million in early 2018. Originally planned as a \$23.7 million bond issuance in 2020, the next series of Measure D bond sales are proposed to be issued in two issuances of approximately \$18 million in 2018, and approximately \$5.7 million in 2021 to accelerate the availability of funding for active projects and to bridge the delay in anticipated State aid reimbursements.

## 5.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Table 10 provides a summary of the proposed Phase 3 budget and schedule totaling approximately \$120.5 million.

**Table 10: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)**

Project	Schedule June 2017	Schedule Dec 2017	Estimated Budget	Variance
<b>Master Construct &amp; Implementation Program Improvements</b>				
Construct New School Sites: Master Construct				
Dorris Patterson K-5	2018/2019	2019/2023	\$0	\$26,009,424
Dorris Patterson 6-8	2018/2020	2019/2021	\$0	\$43,170,347
Rose Avenue	2018/2021	2018/2021	\$24,940,775	\$26,998,912
Construct Academic Program Space: Master Construct				
Brekke	2025	2025	\$459,373	\$0
McAuliffe	2025	2025	\$290,643	\$0
Ramona	2025	2025	\$292,151	\$0
Ritchen	2025	2025	\$457,865	\$0
Construct Gym & Modernize MPR				
Haydock	2023	2023	\$1,500,000	\$0
Modernize K-5 Multipurpose Rooms				
Brekke	2023	2023	\$697,557	\$0
McAuliffe	2023	2023	\$1,440,725	\$0
Ramona	2023	2023	\$1,755,474	\$0
Ritchen	2023	2023	\$3,269,888	\$0
Subtotal			\$106,342,359	\$71,237,908
Technology	2025	2025	\$6,000,000	\$0
Program Improvements Subtotal			\$112,342,359	\$71,237,908
Program Reserve			\$12,944,653	\$3,666,062
			\$3,666,062	(\$9,278,591)
<b>Program Lease Payments</b>				
Brekke ES COP	2026	2026	\$0	\$2,390,860
COP for Land Acquisition	2026-29	2026-29	\$0	\$2,062,500
Subtotal			\$4,453,360	\$4,453,360
Program Improvements Total			\$120,461,781	\$66,412,677

\*Current dollars

Phase 3 completes the construction of the Doris Patterson K-5 and 6-8 schools and reconstruction of Rose Avenue K-5. Phase 3 also provides additional MPR improvements for remaining K-5 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 Haydock, Brekke, McAuliffe, Ramona, and Ritchen remain as originally planned. The recommended budget change in Phase 3 includes adjustment for the construction of the Doris Avenue K-5 and 6-8 schools that were moved from Phase 2 to Phase 3. Similar to Phase 2, Phase 3 accounts for approximately \$4.4 million in lease payments related to the District’s outstanding Brekke and Doris/Patterson COPs.

## 5.6 PHASE 4 MASTER BUDGET AND SCHEDULE

As summarized in Table 11, Phase 4 completes the Master Construct and Facilities Implementation Program totaling an estimated \$74.5 million. As reported in June 2017, a financial hardship State Aid approach is proposed to be used to reconstruct Marina West and Sierra Linda K-5 schools. Multipurpose room improvements continue to be planned at Driffill to accommodate the opportunity to further consider the reconfiguration of the site. COP payments are scheduled to continue in Phase 4 and are estimated to total \$2.8 million during this period. However, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District’s lease payments for its COPs related to land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

**Table 11: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)**

Project	Schedule June 2017	Schedule Dec 2017	Estimated Budget	Variance
<b>Master Construct &amp; Implementation Program Improvements</b>				
Design & Reconstruct School Sites: Master Construct				
Marina West K-5	2028/2029	2028/2029	\$32,175,006	\$0
Sierra Linda K-5	2027/2029	2027/2029	\$31,547,013	\$0
Subtotal			\$63,722,019	\$0
Construct K-8 Multipurpose Room				
Driffill	2026	2026	\$7,647,733	\$0
Subtotal			\$7,647,733	\$0
Program Improvements Subtotal			\$71,369,752	\$0
Program Reserve			\$342,304	
<b>Program Lease Payments</b>				
Brekke ES COP	2026	2026	\$0	\$480,548
COP for Land Acquisition	2026-29	2026-29	\$0	\$2,321,000
Subtotal			\$2,801,548	\$2,801,548
Program Improvements Total			\$74,513,604	\$2,801,548

\*Current dollars

## 5.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 12 illustrates the proposed phasing of the integrated Program, and is organized by 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.

The schedules for the Doris Avenue K-5 and 6-8 school projects have been updated to reflect the extended completion of acquisition and necessary local approvals for the anticipated completion of planning and design efforts by June 2019 and accommodates the estimated start of construction during the fiscal year starting July 2020 for the 6-8 school and July 2022 for the K-5 school. The construction for the Lemonwood Child Development Center is proposed to be moved to fiscal year 2018-19 to accommodate the latest schedule for completion of Phase 1 and 2 of the new Lemonwood K-8 school. Based on projected funding and proposed recommendations, the design and planning effort scheduled for the Fremont Gymnasium project is proposed to commence by fiscal year 2019-20. No other major changes to the schedule are proposed.

Table 12: Summary Schedule

	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>	<b>Complete</b>															
Harrington																
Harrington Child Dev. Center																
Lemonwood																
Lemonwood Child Dev. Center																
Elm																
McKinna																
Rose Avenue																
Marina West																
Sierra Linda																
<b>Construct:</b>																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
<b>Construct Kinder + SDC Classrooms/Additional Support Space:</b>																
Ramona																
Brekke																
Ritchen																
McAuliffe																
<b>Multipurpose Rooms:</b>																
Fremont																
Haydock																
Kamala																
Chavez																
Curran																
Driffill																
Ramona																
Brekke																
Ritchen																
McAuliffe																

Based on the identified phasing plan, Table 13 on the following page provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$188.5 million.

**Table 13: Projects Under Management**

Project Name	Start Date	End Date	Master Budget (Current Dollars)
<b>Reconstruct:</b>			
Harrington Child Development Center	Nov-2014	Dec-2018	\$2,512,726
Lemonwood K-8	Feb-2013	May-2018	\$38,222,523
Lemonwood Child Development Center	Nov-2014	Jun-2019	\$860,386
Elm K-5	Jul-2013	Jun-2018	\$28,672,291
<b>Construct:</b>			
Marshall 6-8 Classroom Building	Dec-2014	Jul-2018	\$11,422,558
Seabridge K-5	Jan-2017	Apr-2020	\$28,568,432
McKinna K-5	Jan-2017	Jun-2019	\$31,507,869
Rose Avenue K-5	Jan-2017	Jan-2022	\$30,680,582
<b>Construct Kinder + SDC Classrooms:</b>			
Ramona	Jul-2017	Aug-2018	\$1,502,138
Brekke	Jul-2017	Aug-2018	\$1,502,138
Ritchen	Jul-2017	Aug-2018	\$1,502,138
McAuliffe	Jul-2017	Aug-2018	\$1,502,138
<b>Planning/Land Acquisition:</b>			
Doris/Patterson LAFCO Planning	Jul-2015	Dec-2017	\$660,000
Doris/Patterson Acquire Land*	Feb-2016	Mar-2018	\$8,750,000
Chavez, Curren, Kamala, Driffill MPR Planning	Jul-2015	Jun-2019	\$175,000
Educational Technology Intregation/Planning	Jan-2017	Jun-2020	\$427,500
<b>Total</b>			<b>\$188,468,420</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 2017 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 this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board

# 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
21-Jun-17	C.15	Approval of Change Order No. 006 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction	Approval of four (4) change order requests: (1) furnish and install a hydration station at the MPR, (2) add wireless access points as directed by the district, (3) adding lath and plaster to the soffit overhang at the classroom building and (4) duct shaft modifications above the ceiling.	Approved
21-Jun-17	C.16	Approval of the Dispersal of Contingency Allocation No. 007 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction Project	Approval of a combination of five (5) Proposed Allocation Items due to discrepancies or errors in the Construction Documents and work required by a governmental agency involved with the permitting or approval/certification process that is not shown in the Construction Documents.	Approved
21-Jun-17	C.17	Approval of Supplemental Work Authorization Letter (WAL) #3-S for CTE South Inc. regarding the Marshall New Classroom Building Project	Approval of Supplemental Work Authorization Letter (WAL) #3-S to Agreement #13-124 with CTE South Inc. for additional work completed during the design phase.	Approved
21-Jun-17	C.18	Approval of Work Authorization Letter (WAL) #4 for Rincon Consultants Inc. regarding the Elm Elementary School Reconstruction Project	Rincon Consultants deemed it necessary to import soil to complete the pad at the MPR Building. Following proper procedure, they requested the import site and allocated soil be tested and approved by a certified hygienist to satisfy regulatory requirements that the material is adequate for use at a school site.	Approved
21-Jun-17	C.19	Approval of Work Authorization Letter (WAL) #8 for Earth Systems Southern California regarding the Doris/Patterson Project	WAL #8 for Earth Systems Southern California provides for design phase Geotechnical Engineering Services.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
21-Jun-17	C.20	Approval of Work Authorization Letter (WAL) #9 for Tetra Tech Inc. regarding the Doris/Patterson Project	WAL #9 for Tetra Tech Inc. provides Pipeline Risk Analysis Services for the Doris Patterson Environmental Impact Report	Approved
21-Jun-17	C.21	Approval of Work Authorizaion Letter (WAL) # 10 for Tetra Tech Inc. regarding the Doris Patterson Project	WAL #10 for Tetra Tech Inc. provides Aviation Risk Hazard Assessment Services for the Doris Patterson Environmental Impact Report.	Approved
21-Jun-17	C.22	Approval of Lease-Leaseback Agreements #17-41, #17-42, and #17-43 for Bernards regarding the McKinna Elementary School Reconstruction Project	Approval and execution of the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) between the District and Bernards for completion of the work identified in Dougherty's architectural drawings.	Approved
21-Jun-17	C.23	Rejection of Formal Bid Award, Bid #16-07 Harrington Early Child Development Center	Rejection of all bids as all three (3) bidders used non-prequalified mechanical, electrical and plumbing subcontractors, and exceeded the District's project budget.	Approved
21-Jun-17	D.8	Consideration to Appoint of IBI Group as Architect of Record for the Rose Avenue Elementary School Reconstruction Project	Approval of Agreement #17-49 for Architectural Services with IBI Group, as well as the project design and site layout.	Approved
2-Aug-17	C.7	Approval of Resolution #17-06 for Rincon Consultants regarding the McKinna Elementary School Rconstruction Project	Resolution #17-06 for Rincon Consultants provides a California Environmental Quality Act (CEQA) analysis report for the project. This report indicates that the project is eligible for a Class 2 Categorical Exemption, under CEQA Section 15302.	Approved
2-Aug-17	C.8	Approval of Resolution #17-07 regarding the Doris/Patterson Project	Approval of the Preliminary Environmental Assesment Report (PEA) and Soil Managemnet Plan (SMP) regarding the Doris/Patterson Site.	Approved
2-Aug-17	C.9	Approval of the Dispersal of Contingency Allocation No. 008 with Swinerton Builders regarding the Lemonwood K-8 School Reconstruction Project	Contractor Contingency Allocation No. 008 provides a combination of seven (7) Proposed Allocation Items due to discrepancies or errors in the Construction Documents and work required by a governmental agency involved with the permitting or approval/certification process that is not shown in the Construction Documents.	Approved
2-Aug-17	C.10	Approval and Adoption of the June 2017 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	The Semi-Annual Implementation Program Update reflects conditions of the District's Program between January and the time of the report's publishing in June 2017.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
2-Aug-17	C.11	Approval of Work Authorization Letter (WAL) #5 for Construction Testing Engineering (CTE) Inc. regarding the Rose Avenue Elementary School Reconstruction Project	WAL #5 for Construction Testing Engineering (CTE) Inc. provides for a Geotechnical Report.	Approved
2-Aug-17	C.12	Approval of Work Authorization Letter (WAL) #5 with MNS Engineers regarding the Rose Avenue Elementary School Reconstruction Project	WAL #5 for MNS Engineers provides for a Topographical Survey.	Approved
2-Aug-17	C.13	Approval of Work Authorization Letter (WAL) #11 for ATC Group Services LLC regarding the McKinna Elementary School Reconstruction Project	WAL #11 for ATC Group Services LLC provides for a Hazardous Materials Survey.	Approved
2-Aug-17	C.18	Ratification of Work Authorization Letter (WAL) #3-S for NV5 West Inc. regarding the McKinna Elementary School Reconstruction Project	WAL #3-S for NV5 West Inc. provides for Geotechnical Engineering Services.	Approved
2-Aug-17	D.1	Approval of the Proposed Project Design and Attached Agreement #17-81 for Architectural Services with Flewelling and Moody and Appointment of Flewelling and Moody as Architect of Record for the New Seabridge K-5 School Project	The contract provides for the Architectural Services of Flewelling and Moody related to the New Seabridge K-5 School project.	Approved
2-Aug-17	D.2	Approval of Change Order No. 007 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction Project	The approval of Change Order No. 007 results in the following scope of work: structural changes at the classroom building, added a janitors service sink, provide power and fire alarm to building 6, additional work due to encountering water 2 feet higher than expected while installing duct banks.	Approved
23-Aug-17	C.5	Approval of Work Authorization Letter (WAL) #6 for Construction Testing & Engineering (CTE) Inc. regarding the Elm Street Elementary School Reconstruction Project	WAL#6 for Construction Testing & Engineering (CTE) Inc. provides for Geotechnical Engineering Services that include Special Inspections and Material Testing. This satisfies the Project Labor Agreement (PLA).	Approved
23-Aug-17	C.6	Approval of Work Authorization Letter (WAL) #6 for MNS Engineers Inc. regarding the Seabridge K-5 Elementary School Project	WAL #6 for MNS Engineers provides for a Topographical Survey.	Approved
23-Aug-17	C.7	Approval of Work Authorization Letter (WAL) #6 for NV5 West Inc. regarding the Seabridge K-5 Elementary School Project	WAL #6 for NV5 West provides for Geotechnical Engineering Services.	Approved
23-Aug-17	C.8	Approval of Change Order No. 008 for Swinerton Builders regarding Lemonwood K-8 School Reconstruction Project	Approval of one (1) change order request which involves the handling of stock piled soil spoils from the MPR Building pad area coinciding further tests performed by the environmental consultant.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
23-Aug-17	C.9	Approval of Dispersal No. 009 from the Lemonwood K-8 Reconstruction Project's Contractor Contingency for Payment of Additional Work Associated with the Project	Approval of a combination of two (2) Proposed Allocation Items due to discrepancies or errors in the Construction Documents and work required by a governmental agency involved with the permitting or approval/certification process that is not shown in the Construction Documents.	Approved
23-Aug-17	C.10	Approval of Agreement #17-116 for Architectural Services and approval of Flewelling and Moody as Architect of Record regarding the Kindergarten Flex Classroom Projects at Brekke, McAuliffe, Ramona, and Ritche Elementary Schools	Approval of Flewelling and Moody for architectural services for the Kindergarten Flex Classroom Projects at Brekke, McAuliffe, Ramona, and Ritche Elementary Schools.	Approved
23-Aug-17	C.11	Approval of Amended Agreement #17-49 for IBI Group regarding the Rose Avenue Elementary School Reconstruction Project	Approval of Amended Agreement #17-49 for Architectural Services with IBI Group. The agreement reflects revisions to language as requested by IBI Group's legal representatives.	Approved
23-Aug-17	C.12	Approval of Lease-Leaseback Agreements #17-117, #17-118, #17-119 and Guaranteed Maximum Price (GMP) with Bernards regarding the Marshall New Classroom Building Project	Approval of the negotiated GMP and execution of the Lease Lease-Back Agreements (Construction Services Agreement, Site Lease, and Sublease) between the District and Bernards for completion of the work identified in CSDA's architectural drawings.	Approved
6-Sep-17	C.6	Approval of Work Authorization Letter (WAL) #7 for MNS Engineers regarding the four Kindergarten/Flex Facilities Projects for the McAuliffe, Ritche, Brekke and Ramona Elementary Schools	WAL #7 for MNS Engineers provides for Topographical Survey Services.	Approved
6-Sep-17	C.7	Approval of Work Authorization Letter (WAL) #9 for Earth Systems Southern California regarding the four Kinder/Flex Facilities Projects for the McAuliffe, Ritche, Brekke and Ramona Elementary Schools	WAL #9 for Earth Systems provides for Geotechnical Engineering Services.	Approved
6-Sep-17	C.8	Approval of Work Authorization Letter (WAL) #12 for ATC Group Services LLC regarding the Rose Avenue Elementary School Project	WAL #12 for ATC Group Services LLC provides for a demolition level Asbestos, Lead, and Other Hazardous Materials Survey	Approved
6-Sep-17	C.10	Informational Item Regarding Piggyback Purchase Order with Silver Creek regarding the Brekke Kindergarten Flex Classroom Project	Identification of a new project at Brekke Elementary School to construct two Flex Classrooms to support TK/Kindergarten needs as well as potential Special Education program uses. Proposal from Silver Creek is based on existing Piggyback Contract #14/15-3 with the Chula Vista Elementary School District.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
6-Sep-17	C.11	Informational Item Regarding Piggyback Purchase Order with Silver Creek regarding the McAuliffe Kindergarten Flex Classroom Project	Identification of a new project at McAuliffe Elementary School to construct two Flex Classrooms to support TK/Kindergarten needs as well as potential Special Education program uses. The proposal from Silver Creek is based on existing Piggyback Contract #14/15-3 with the Chula Vista Elementary School District.	Approved
6-Sep-17	C.12	Informational Item Regarding Piggyback Purchase Order with Silver Creek regarding the Ramona Kindergarten Flex Classroom Project	Identification of a new project at Ramona Elementary School to construct two Flex Classrooms to support TK/Kindergarten needs as well as potential Special Education program uses. The proposal from Silver Creek is based on existing Piggyback Contract #14/15-3 with the Chula Vista Elementary School District.	Approved
6-Sep-17	C.13	Informational Item Regarding Piggyback Purchase Order with Silver Creek regarding the Ritche Kindergarten Flex Classroom Project	Identification of a new project at Ritche Elementary School to construct two Flex Classrooms to support TK/Kindergarten needs as well as potential Special Education program uses. The proposal from Silver Creek is based on existing Piggyback Contract #14/15-3 with the Chula Vista Elementary School District.	Approved
6-Sep-17	D.1	Rejection of Bid Protest, Award of Formal Bid #17-01 and Approval of Agreement #17-139 regarding the Harrington Early Child Development Center	Rejection of the Bid Protest received from The Nazerian Group ("Nazerian") in connection with the bid submitted by Ardalan Construction Company Inc. Approval of and award to Ardalan Construction Company Inc. for Bid #17-01. For Harrington Early Child Development Center.	Approved
20-Sep-17	C.4	Approval of Dispersal No. 010 with Swinerton Builders regarding the Lemonwood K-8 School Reconstruction Project	Contractor Contingency Allocation No. 010 provides for the Board's approval one (1) Proposed Allocation Item due to discrepancies or errors in the Construction Documents.	Approved
20-Sep-17	D.1	Approval of Lease Leaseback Agreements #17-158, #17-159, and #17-160 for Balfour Beatty Construction regarding the Rose Avenue Elementary School Reconstruction Project	Approval and execution of the Lease Leaseback Agreements (Lease, Sublease, and Construction Services Agreement) between the District and Balfour Beatty Construction for completion of the work identified in IBI Group's architectural drawings.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
4-Oct-17	C.4	Approval of Lease Leaseback Agreements #17-170, #17-171, and #17-172 for Swinerton Builders regarding the New Seabridge K-5 School Project	Approval and execution of the Lease Leaseback Agreements (Lease, Sublease, and Construction Services Agreement) between the District and Swinerton Builders for completion of the work identified in Flewelling and Moody's architectural drawings.	Approved
4-Oct-17	C.5	Approval of Amendment #004 for SVA Architects regarding the Elm Elementary School Reconstruction Project	Amendment #004 and the attached proposal received from SVA Architects provide for the redesign of the lighting system at Elm Elementary School to incorporate LED lighting.	Approved
4-Oct-17	C.7	Approval of Change Order No. 001 for Bernards regarding the Marshall New Classroom Building Project	Change Order No. 001 is to compensate the additional services performed by the LLB Contractor in their value engineering efforts during the negotiation of the Guaranteed Maximum Price (GMP).	Approved
4-Oct-17	C.8	Approval of Supplemental Work Authorization Letter (WAL) #4-S for Construction Testing Engineering (CTE) Inc. regarding the Elm Elementary School Reconstruction Project	WAL #4-S provides for additional testing as requested by the inspector of record as part of DSA approval not originally covered under WAL #4. This one-time supplemental WAL covers the additional required testing needed to complete the project.	Approved
4-Oct-17	C.11	Ratification of Supplemental Work Authorization Letter (WAL) #11-S for ATC Group Services LLC (ATC) regarding the McKinna Elementary School Reconstruction Project	WAL #11-S for ATC Group Services provides for a Hazardous Materials Survey	Approved
18-Oct-17	C.5	Approval of Work Authorization Letter (WAL) #012 for Tetra Tech Inc. regarding the Doris/Patterson Project	WAL #012 for Tetra Tech provides for both a Tier 1/Tier 2 screening health risk assessment for the construction phase of the project as well as a carbon monoxide screening analysis.	Approved
18-Oct-17	C.6	Approval of Work Authorization Letter (WAL) #011 for Tetra Tech Inc. regarding the Rose Avenue School Reconstruction Project	WAL #011 for Tetra Tech provides for an Evaluation of Historic Significance regarding the Rose Avenue School	Approved
18-Oct-17	C.7	Approval of Contractor Contingency CREDIT No. 011 for Swinerton Builders regarding the Lemonwood Elementary School Reconstruction Project	Contractor Contingency Allocation No. 011 is a CREDIT to the Contractor Contingency line item of the Guaranteed Maximum Price (GMP) Construction Services Agreement.	Approved
18-Oct-17	D.1	Approval of Resolution #17-13 between the District and Dougherty Architects regarding the McKinna Elementary School Reconstruction Project	Approval of the Architectural Drawings by Dougherty Architects for the McKinna Reconstruction Project. Followed by submittal of the drawings to the Division of the State Architect and the California Department of Education for administrative review.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
1-Nov-17	C.1	Approval of Cooperative Agreement #17-169 between the City of Oxnard and the Oxnard School District regarding the Elm Street School Sewer Connection Project	The existing sewer line was inadequate to handle the wastewater flow from the school. This agreement requires that the District fund the costs of design, inspection and construction management of the "Project". This includes the following: remove and replace approximately 670 feet of existing 8-inch pipe and replace with 12-inch pipe in the capacity deficient areas that are identified in the hydraulic model; install approximately 100 feet of new 12-inch sewer pipe on Iris Street and connect to the trunk line on Saviers Road; remove and replace four (4) sewer manholes; eliminate two (2) sewer manholes; and install one (1) new sewer manhole at the connection point.	Approved
1-Nov-17	C.3	Approval of Lease-Leaseback Agreements #17-209, #17-210, and #17-211 for Viola Inc. regarding the Brekke Kindergarten Project	Approval and execution of the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) between the District and Viola Inc. for completion of the work identified in Flewelling and Moody's architectural drawings.	Approved
1-Nov-17	C.4	Approval of Lease-Leaseback Agreements #17-212, #17-213, and #17-214 for Viola Inc. regarding the McAuliffe Kindergarten Project	Approval and execution of the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) between the District and Viola Inc. for completion of the work identified in Flewelling and Moody's architectural drawings.	Approved
1-Nov-17	C.5	Approval of Lease-Leaseback Agreements #17-215, #17-216, and #17-217 for Viola Inc. regarding the Ramona Kindergarten Project	Approval and execution of the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) between the District and Viola Inc. for completion of the work identified in Flewelling and Moody's architectural drawings.	Approved
1-Nov-17	C.6	Approval of Lease-Leaseback Agreements #17-218, #17-219, and #17-220 for Viola Inc. regarding the Ritche Kindergarten Project	Approval and execution of the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) between the District and Viola Inc. for completion of the work identified in Flewelling and Moody's architectural drawings.	Approved
1-Nov-17	C.7	Approval of Supplemental Work Authorization Letter (WAL) #12-S for ATC Group Services LLC regarding the Rose Avenue Elementary School	WAL #12-S for ATC Group Services LLC provides for a Hazardous Materials Survey	Approved



OSD BOARD AGENDA ITEM

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

Date of Meeting: **January 17, 2018**

- 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 2017-18 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, no complaints were filed with any school in the district, 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 2017-18 Quarterly Report on Williams Uniform Complaint: Second quarter, as presented.

**ADDITIONAL MATERIAL:**

2017-18 Quarterly Report on Williams Uniform Complaints, Second Quarter (1 page)

**Quarterly Report on Williams Uniform Complaints**  
[Education Code § 35186]

**Fiscal Year 2017-18**

District: **Oxnard School District**

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

Quarterly Report Submission Date: **January 2018 (10/1/17 – 12/31/17)**

Date for information to be reported publicly at governing board meeting: **January 17, 2018**

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.

<b>General Subject Area</b>	<b>Total # of Complaints</b>	<b># Resolved</b>	<b># Unresolved</b>
<b>Textbooks and Instructional Materials</b>	0	0	0
<b>Teacher Vacancy or Misassignment</b>	0	0	0
<b>Facilities Conditions</b>	0	0	0
<b>TOTALS</b>	0	0	0

**Dr. Cesar Morales**

\_\_\_\_\_  
Print Name of District Superintendent

\_\_\_\_\_  
Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Peter Rogosin

Date of Meeting: January 17, 2018

- 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 (Rogosin)**

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**Establish:**

a eight hour 246 day Secretary position number 8695 to be established in the Transportation department.  
This position will be established due to increased workload.

a six hour 203 day Office Assistant II position number 8687 to be established at San Miguel school.  
This position will be established to provide additional support.

a five hour and forty five minute 183 day Paraeducator II position number 8678 to be established in the Special Education department.  
This position will be established to provide support with safety needs and implantation of IEP.

a five hour and forty five minute 183 day Paraeducator III position number 8682 to be established in the Special Education department. This position will be established to provide support with safety needs.

**Increase:**

a two hour and forty five minute 183 day Paraeducator II positon number 1324 to be increased to 5.5 hours at San Miguel school.  
This position will be increased to provide additional support.

**FISCAL IMPACT:**

- Cost for Secretary-\$72,002 General
- Cost for OA II-\$45,274 General
- Cost for Para II-\$27,251 Special Education
- Cost for Para III-\$27,983 Special Education
- Cost for Para II-\$13,019 Special Education

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Classified Human Resources, that the Board of Trustees approve the establishment, abolishment, increase, and reduction of positions as presented.

**ADDITIONAL MATERIAL:**

Attached: None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Vaca/Peter Rogosin**

Date of Meeting: **January 17, 2018**

- 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 \_\_\_\_\_

**Personnel Actions (Vaca/Rogosin)**

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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 the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

**FISCAL IMPACT:**  
N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

**ADDITIONAL MATERIAL:**

Attached: Classified Personnel Actions (one page)  
Certificated Personnel Actions (one of page)

## CLASSIFIED PERSONNEL ACTIONS

January 17, 2018

**New Hire**

Buenrostro, Ricardo	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	11/27/2017
Ceballos, Gabriel	Vehicle and Equipment Mechanic, Position #415 Transportation 8.0 hrs./246 days	11/27/2017
Del Aguila, Gloria	Child Nutrition Worker, Position #7291 Itinerant 3.0 hrs./185 days	11/27/2017
Romero, Letty	Child Nutrition Worker, Position #2221 Frank 4.0 hrs./185 days	11/27/2017
Salas Contreras, Jose L.	Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	12/18/2017
Sanchez Oviedo, Maria L.	Child Nutrition Worker, Position #2057 Itinerant 5.0 hrs./185 days	11/27/2017
Tirado, Daniel	Custodian, Position #2541 Fremont 4.0 hrs./246 days	01/02/2018

**Exempt****Limited Term**

Ayala Ahumada, Gabriela	Child Nutrition Worker	11/13/2017
Garcia, Nickie	Child Nutrition Worker	11/08/2017
Jimenez Villegas Alfonsina	Child Nutrition Worker	11/13/2017
Quezada, Benjamin	Child Nutrition Worker	11/11/2017
Romero Jones, Wendy	Child Nutrition Worker	11/11/2017
Torres, Daniela	Paraeducator	11/17/2017
Velazquez, Alexandria	Clerical	11/06/2017

**Transfer**

Everett, Steven A	Custodian, Position #2542 Haydock 8.0 hrs./246 days Custodian, Position #6673 Elm 4.0 hrs./246 days	12/04/2017
Segovia, Shawn P	Custodian, Position #1293 Sierra Linda 8.0 hrs./246 days Custodian, Position #2541 Fremont 4.0 hrs./246 days	12/05/2017

**Unpaid Leave of Absence**

Casarez, Crystal	Child Nutrition Worker, Position #2222 Frank 4.0 hrs./185 days	12/15/2017-01/08/2019
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**Resignation**

Ramos, Francisco	Site Technology Technician, Position #2198 Sierra Linda 8.0 hrs./246 days	11/21/2017
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**CERTIFICATED PERSONNEL ACTIONS**

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

**New Hires**

Hatch, Liza	3 <sup>rd</sup> Grade Teacher, Ritchen	January 8, 2018
Herrera, Darian	Substitute Teacher	2017/2018 School Year
Lopez, Dulce	Substitute Teacher	2017/2018 School Year
Mares, Jorge	Substitute Teacher	2017/2018 School Year
Martinez, Paul	Substitute Teacher	2017/2018 School Year
Orrante, Allen	Substitute Teacher	2017/2018 School Year
Ramirez, John	Substitute Teacher	2017/2018 School Year
Sanchez, Luke	Substitute Teacher	2017/2018 School Year
Valencia, Valeria	Substitute Teacher	2017/2018 School Year
Wayne, Jamie	Substitute Teacher	2017/2018 School Year

**Intervention Services  
Provider (less than 20  
hours per week not to  
exceed 75% or 135 days a  
year**

Lanning, Janet	Ramona	January 8, 2018
Ponce, Patricia	Ramona	January 8, 2018
Shapiro, Megan	Ramona	January 8, 2018

**RESIGNATION**

Cutting, Dawn		December 8, 2017
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**DECEASED**

Gaynor, Barry	Ritchen	December 8, 2017
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**BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Morales, Superintendent    **Date of Meeting:** January 17, 2018

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A: PRELIMINARY \_\_\_\_\_

SECTION B: HEARINGS \_\_\_\_\_

SECTION C: CONSENT AGENDA \_\_\_ Agreement Category:

\_\_\_ Academic

\_\_\_ Enrichment

\_\_\_ Special Education

\_\_\_ Support Services

\_\_\_ Personnel

\_\_\_ Legal

X Facilities

SECTION D: ACTION X

SECTION E: REPORTS/DISCUSSION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Adoption of Resolution No. 17-18 - Authorization to Purchase Property**

The District has been negotiating the purchase of real property, an approximately 25-acre portion of the Borchard Property, described below and upon the terms and conditions set forth in the Agreement For Purchase And Sale of Real Property And Joint Escrow instructions, Water Service Agreement, and Mitigation Agreement.

Said description of property:

*Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; thence,*

*1st along the westerly line of said Lot 158, S 01° 14' 09" W, 970.51 feet to the southwesterly corner of said Lot 158; thence,*

*2nd along the southerly line of said Lot 158, S 88° 47' 08" E, 1121.95 feet; thence,*

*3rd N 01° 14' 09" E, 970.44 feet to a point on the northerly line of said Lot 158; thence, 4<sup>th</sup> along said northerly line, N 88° 46' 55" W, 1121.95 feet to the point of beginning.*

**FISCAL IMPACT:** The purchase price of the land is Eight Million, Seven Hundred Fifty Thousand (8,750,000.00) Dollars.

**RECOMMENDATION:**

Staff recommends that the Board of Education approve the attached resolution stating the District's intent to purchase property and the Agreement For Purchase And Sale of Real Property And Joint Escrow instructions, Water Service Agreement, and Mitigation Agreement as submitted.



**ADDITIONAL MATERIAL(S):**

Resolution #17-18

Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions

Mitigation Agreement

Water Service Agreement

## RESOLUTION #17-18

### RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING THE TERMS, CONDITIONS AND PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT THE CORNER OF DORIS AVENUE AND PATTERSON ROAD

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**WHEREAS**, the Oxnard School District (hereinafter, the "District") is a California public elementary school district vested with the powers to acquire and sell real property for the purpose of carrying out its mission and responsibility of educating elementary aged students within its geographical boundaries;

**WHEREAS**, District staff and Caldwell Flores Winters, the District's professional planning consultant, have made presentations to the Board of Trustees on September 16, 2015, November 18, 2015, and December 16, 2015 regarding projected growth in enrollment and the need to construct new permanent school facilities to accommodate current and projected enrollment;

**WHEREAS**, the District has studied a number of alternative sites and has determined that the potential school site at the corner of Doris Avenue and Patterson Road (Property) to be suitable and one of the best available sites to relieve overcrowding in grades K through 8 throughout the District and to accommodate new projected growth in enrollment in the District;

**WHEREAS**, on March 16, 2016 the Board of Trustees directed District staff, consultants and District Counsel to make an offer and move forward with acquiring the Property in conformance with the provisions of Section 7267.2 of the California Government Code;

**WHEREAS**, to District desires to finalize the acquisition of a 25 acres site located at the corner of Doris Avenue and Patterson Road for a future school site and other public purposes;

**WHEREAS**, the legal description of the site is as follows:

Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; thence,

1<sup>st</sup> along the westerly line of said Lot 158, S 01° 14' 09" W, 970.51 feet to the southwesterly corner of said Lot 158; thence, 2<sup>nd</sup> along the southerly line of said Lot 158, S 88° 47' 08" E, 1121.95 feet; thence, 3<sup>rd</sup> N 01° 14' 09" E, 970.44 feet to a point on the northerly line of said Lot 158; thence, 4<sup>th</sup> along said northerly line, N 88° 46' 55" W, 1121.95 feet to the point of beginning ("the Property"); and

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**WHEREAS**, the Property is owned by the parties identified in Schedule A of the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Seller”); and

**WHEREAS**, the District and Seller have negotiated a Purchase and Sale Agreement, Mitigation Agreement and Water Service Agreement (collectively “Agreements”) which detail the terms and conditions of the sale of Seller’s interest in the Property to the District, and which agreements are being presented to the Board herewith;

**WHEREAS**, on May 11, 2017, the District issued an Initial Study (“IS”) for the Project in compliance with the California Environmental Quality Act (“CEQA”), Public Resources Code section 21000 *et seq.*);

**WHEREAS**, an Environmental Impact Report being prepared by Tetra Tech is currently underway for the Project;

**WHEREAS**, as required by the California Department of Toxic Substances Control (“DTSC”), a Preliminary Environmental Assessment (“PEA”) report and Soil Management Plan (“SMP”) has been prepared for the Project by ATC, a qualified environmental assessor;

**WHEREAS**, the PEA report recommended that a SMP be prepared and that the District accept and enter into a long-term deed restriction, known as a Land Use Covenant (“LUC”) for the property which would restrict the property to non-residential uses;

**WHEREAS**, the SMP details actions to be undertaken whenever soils at the site are disturbed during both planned and unplanned future construction activities and provides guidance regarding how to handle contaminated soil that may be encountered, as well as how to identify, sample, and properly dispose of contaminated soil as required;

**WHEREAS**, the DTSC issued a letter approving the PEA report on May 4, 2017 and a letter approving the SMP on June 14, 2017;

**WHEREAS**, the District adopted the PEA report and SMP via resolution on August 2, 2017;

**WHEREAS**, a draft LUC has been prepared by the DTSC and reviewed by the District as to form and upon acquiring the site, the District may execute and enter into the LUC;

**WHEREAS**, pursuant to Public Resources Code section 21151.8 and Education Code section 17213, the District has investigated the Project site and determined that the Project site is not the site of a current or former hazardous waste disposal site or solid waste disposal site, a hazardous substance release site identified by the DTSC in a current list adopted pursuant to Section 25356 for removal or remedial action pursuant to Chapter 6.8 of Division 20 of the Health and Safety Code, a site that contains one or more pipelines, situated underground or above ground that carries hazardous substances, extremely hazardous materials, or hazardous wastes, or a site that is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor as defined in Education Code section 17213(d)(9) and Public Resources Code section 21151.8(c)(9);

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**WHEREAS**, pursuant to Public Resources Code section 21151.8 and Education Code section 17213, the District has given notice to and consulted with the administering agency and governing air quality management district (“Air Quality District”) requesting identification of facilities located within one-fourth of a mile of the Project site which might reasonably be anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste;

**WHEREAS**, such consultation and investigation have resulted in the conclusion that no facilities have been identified within one-fourth of a mile of the Project site which might reasonably be anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste;

**WHEREAS**, pursuant to Education Code section 17212, the District has caused a geological and soil engineering investigation report for the Property to be completed (“Geological Report”);

**WHEREAS**, on May 17, 2017, the governing board of the District (the “Board”) held a public hearing on the acquisition of the Property pursuant to Education Code section 17211 utilizing the site selection standards set forth in Sections 14001 and 14010 of Title 5 of the California Code of Regulations;

**WHEREAS**, pursuant to Government Code section 27281, deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes cannot be accepted for recordation without the consent of the political corporation or governmental agency evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant;

**WHEREAS**, the Board deems it desirable and in the best interests of the District to acquire the Property; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board, having considered the foregoing and such other evidence as has been presented to the Board with regard to this matter, resolves that:

**Section 1.** That all of the recitals set forth above are true and correct, and the Board so finds and determines.

**Section 2.** That the Agreements and all exhibits thereto, in the form submitted to this meeting in all material effects, are hereby approved.

**Section 3.** That the acquisition of the Property meets the site selection standards set forth in Section 17211 of the Education Code and Sections 14010 and 14012 of Title 5 of the California Code of Regulations.

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**Section 4.** That pursuant to Education Code Section 17213.1, the District has properly prepared a Preliminary Environmental Assessment for the Property and has been notified by DTSC that no further action is required with respect to evaluation or remediation of the Property.

**Section 5.** That pursuant to Public Resources Code section 21151.8 and Education Code section 17213, the District has investigated the Property and determined it is free of toxic contamination by ensuring that a Phase I Preliminary Environmental Assessment is conducted as required by law.

**Section 6.** That the District has made findings and taken all necessary action required pursuant to the California Environmental Quality Act ("CEQA") for the acquisition of the Property.

**Section 7.** That the District's Superintendent, or his designee, is directed, at the close of escrow for the Property, to accept and consent to the conveying of such applicable Property to the District pursuant to Section 27281 of the Government Code.

**Section 8.** That this Resolution shall be effective as of the date of its adoption.

**BE IT FURTHER RESOLVED**, that the Board hereby authorizes the Superintendent of the District or the Superintendent's designee to acquire the Property pursuant to the terms and conditions of the Agreement, and to do all other things necessary and advisable to be done to acquire the Property in accordance with applicable law, including without limitation the negotiation, execution and delivery of such documents that are necessary and advisable in connection with the acquisition of the Property and the closing of the transaction contemplated by the Agreement.

**PASSED AND ADOPTED** by the Board of Trustees at a regular meeting held on the 17<sup>th</sup> day of January, 2018 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Debora M. Cordes  
President of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

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Ernest Morrison  
Clerk of the Board of Trustees of the  
OXNARD SCHOOL DISTRICT

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into as of January 22, 2018 ("Effective Date"), by and between the parties identified in Schedule A (attached hereto) as a "Seller Party" (all of whom are collectively referred to herein as "Seller"), and the OXNARD SCHOOL DISTRICT, a California public school district ("Buyer"), with reference to the Recitals set forth below. This Agreement shall also constitute the joint escrow instructions of Buyer and Seller to Lawyers Title Company ("Escrow Holder"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. "Seller" consists of all of the persons, trusts, and entities listed on Schedule A, each of whom is referred to individually in this Agreement as a "Seller Party" and each of whom has an undivided interest in the Property.

B. Seller owns certain real property in Ventura County, California, identified as Assessor Parcel Numbers 183-0-070-060, 070, 090, and 140 (collectively the "Borchard Property") which consists of approximately 116.74 acres of the approximately 174.6 acres of land making up the Teal Club Specific Plan property that is included in the City of Oxnard's 2030 General Plan adopted in 2011.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, an approximately 25 acre portion of the Borchard Property (specifically described in Exhibit "A" attached hereto and made a part hereof) upon the terms and conditions set forth in this Agreement.

D. The Parties desire to enter into this Agreement to document the purchase and sale of the Property (as defined below) between Seller and Buyer pursuant to all of the terms and conditions set forth in this Agreement.

E. Concurrent with the execution of this Agreement, the Parties are entering into a mutually acceptable mitigation agreement (the "Developer Mitigation Agreement") covering certain matters related to this sale and the property and which shall become effective and shall be recorded with the Ventura County Recorder upon Close of Escrow (as defined in this Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

## AGREEMENT

1. Purchase and Sale of Property. Subject to all of the terms and conditions of this Agreement, Seller shall sell, grant and convey to Buyer, and Buyer shall purchase from Seller, the hereinafter collectively described Property:

1.1 Real Property. That certain land located in the County of Ventura, State of California, and more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (the "Land"), together with any and all easements, rights-of-way, privileges, rights and appurtenances (excluding crops as set forth in Section 1.5, below) belonging or appurtenant to the Land, and all of Seller's right, title and interest in any and all water (subject to Section 1.6, below), oil, gas or mineral rights pertaining to the Land (collectively, the "Real Property").

1.1.1 Subdivision Map Act. Buyer acknowledges that the Land is not at this time a legal lot.

(a) Buyer shall, at its sole cost and expense, (i) promptly prepare, for Seller's review and approval, all appropriate documents necessary to complete the establishment of a legal lot, and (ii) diligently pursue the approved application to completion. Seller agrees to reasonably cooperate with such application process;

(b) The establishment of a legal lot shall be recorded concurrently with Close of Escrow (as defined below in Section 9.2 of this Agreement) and shall be a non-waivable condition to the Closing (as defined below in Section 9.2 of this Agreement) of this sale; and

(c) Upon completion of the establishment of a legal lot, Exhibit "A" shall be amended to reflect the actual legal description of the Land.

1.2 Personal Property. All of Seller's right, title and interest in and to any tangible personal property, if any, owned by Seller that is currently placed or installed on or about the Real Property and used in connection with the development, use, ownership, operation, management, maintenance and/or repair of the Real Property (collectively, the "Personal Property"); and

1.3 Intangible Property. All of Seller's right, title and interest in and to any third party claims (including claims against previous owners or developers of the Real Property, any contractors, subcontractors, consultants or other suppliers of materials or services with respect to the Real Property), actions or defenses, and will serve letters related to the Real Property (collectively, the "Intangible Property").

1.4 Definition of Property. The Real Property, Personal Property and any Intangible Property are collectively hereinafter referred to as the "Property". Buyer shall not assume any liabilities or obligations, unless noted and accepted in the Preliminary Title Report, relating to the Property unless expressly provided in this Agreement.

1.5 Crop Exclusion. Buyer acknowledges and agrees that any and all crops planted on the Property by or on behalf of the Agriculture Tenant (as defined in Section 6.6)

belong to the Agriculture Tenant subject to the terms and conditions of the Agricultural Lease (as defined in Section 6.6).

1.6 Well Water. Buyer acknowledges that there are no wells on the Land. Buyer further acknowledges and agrees that, in exercising its water rights, Buyer shall not have any right to the use of, or service from, the existing well or any future well located on the Borchard Property (other than a well, or other rights to water, on the Land, if any), and Seller shall have no obligation to provide or otherwise make water available to Buyer or the Property, except as expressly provided in the Water Service Agreement in the form attached hereto as Exhibit "B" which shall be executed and delivered by the Parties as a condition to Close of Escrow.

2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be \$8,750,000.00. The Purchase Price shall be payable as set forth herein and in accordance with the following procedures:

2.1 Deposit.

(a) Amount and Delivery. Not later than three (3) business days following the Opening of Escrow (as defined below in Section 9.1 of this Agreement), Buyer shall deposit in Escrow (as defined below in Section 9.1 of this Agreement), in cash by confirmed wire transfer, the sum of \$100,000.00 (the "Deposit").

(b) Application. The Deposit shall be applied to the Purchase Price upon the Close of Escrow and will become nonrefundable upon expiration of the Due Diligence Period (as defined in Section 4.3), except that the Deposit shall be refundable to Buyer (i) if Buyer terminates this Agreement prior to Close of Escrow as a result of Seller's default as provided in Section 16.2 of this Agreement, or (ii) if Buyer terminates this Agreement prior to Close of Escrow as a result of failure of a condition to Buyer's obligations as provided in Section 5 of this Agreement; provided that the failure of the condition was not caused by Buyer.

(c) Release to Seller. Upon expiration of the Due Diligence Period, unless Buyer has terminated this Agreement in accordance with Section 4.3 of this Agreement, Escrow Holder shall immediately release the Deposit to Seller without the need for further instructions from either Seller or Buyer.

(d) Liquidated Damages. If Close of Escrow fails to occur because of Buyer's breach or default under this Agreement as provided in Section 16.1 of this Agreement, the Deposit shall be paid to or retained by Seller, as the case may be, as liquidated damages.

2.2 Closing Funds. At least one (1) business day prior to the Closing Date (as hereinafter defined) or at such earlier date as Escrow Holder may reasonably require in order to Close this transaction in a timely manner pursuant to this Agreement, Buyer shall deposit into Escrow, in cash by confirmed wire transfer, the additional sum of \$7,250,000.00, (the "Closing Funds") which when combined with the Deposit shall equal \$7,350,000.00.

2.3 Promissory Note. Buyer shall pay to Seller the sum of \$1,400,000.00 pursuant to the terms of a non-interest bearing promissory note in the form attached hereto as



Exhibit "C" and incorporated herein by this reference (the "Note"). The entire unpaid principal balance of the Note shall be due and payable on the *earlier of* Buyer's receipt of the State Reimbursement from the State School Facilities Program for the acquisition of the Property or two years from the Close of Escrow.

3. Title.

3.1 Preliminary Title Report. Buyer acknowledges receipt from Seller of the Updated Preliminary Report dated September 2, 2016, issued by Lawyers Title Company ("Title Company") pertaining to the Real Property (the "Preliminary Title Report").

3.2 Survey. Buyer may obtain an ALTA survey for the Property (the "Survey") prepared by an engineer selected by Buyer in its sole discretion; provided that Buyer shall pay for the cost of such Survey.

3.3 Title and Survey Exceptions. On or before expiration of the 30 day Due Diligence Period specified in Section 4.3 of this Agreement, below, Buyer shall notify Seller in writing ("Title Objection Notice") of any title exceptions identified in the Preliminary Title Report and/or Survey that Buyer disapproves in its sole and absolute discretion ("Title Objections"). Subject to Section 3.4 below, any exception shown on the Preliminary Title Report that is not listed as a Title Objection in the Buyer's Title Objection Notice will be deemed approved by Buyer and shall constitute a "Permitted Exception" hereunder. Buyer and Seller hereby agree that all non-delinquent property taxes and assessments as of the Closing shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained in this Agreement, Buyer hereby disapproves all deeds of trust, delinquent taxes and assessments and other monetary liens affecting the Land (other than liens for non-delinquent property taxes and assessments as described above) and Seller hereby covenants to cause all such disapproved liens to be satisfied at Seller's sole cost and expense (including all prepayment penalties and charges) before or concurrently with the Close of Escrow from sales proceeds or otherwise. If Buyer fails to timely provide a Title Objection Notice, the Buyer shall be deemed to have approved all title exceptions identified in the Preliminary Title Report. Seller shall have a period of ten (10) days following its receipt of the Title Objection Notice within which to notify Buyer in writing ("Title Objection Response") of its agreement to remove, alter, modify or otherwise mitigate to the satisfaction of Buyer and Title Company any Title Objection. In the event that Seller is not willing to remove, alter, modify or otherwise mitigate to the satisfaction of Buyer and Title Company any Title Objection, Buyer shall elect, prior to the expiration of the date that is five (5) days after Buyer's receipt of the Title Objection Response, to either (i) waive its disapproval of such exception, in which case such exception shall then be deemed to be a Permitted Exception, or (ii) terminate its obligation to purchase the Property. In the event Buyer elects to terminate its obligation to purchase the Property in accordance with this Section 3.3, the Deposit shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement.

3.4 Additional Exceptions. In the event of any supplement to or update of the Preliminary Title Report, or if the Survey discloses additional title exceptions (other than any

resulting from Buyer's activities on the Property), Buyer shall have an additional ten (10) day period following Buyer's receipt of such supplement or update to approve or disapprove such item in its sole and absolute discretion. Any disapproval will be subject to the same notice/response provisions and right to a refund of the Deposit as set forth in Section 3.3 above.

4. Due Diligence Investigations.

4.1 Physical Inspections. Subject to compliance with the terms and conditions set forth below, from the Effective Date until the earlier of termination of this Agreement or Closing, Buyer and Buyer's agents, employees, contractors, consultants and representatives (collectively, "Buyer's Agents") shall be entitled to enter onto the Property to perform a complete review of the Property and all matters related to the Property as Buyer determines is necessary in Buyer's sole and absolute discretion and to perform any inspections, investigations, and tests of the Property, including but not limited to, geotechnical soil borings, test pits, physical inspections and other environmental tests of the Property, all at Buyer's sole cost and expense. Buyer acknowledges that any right of Buyer hereunder to access the Property after expiration of Buyer's Due Diligence Period (as defined in Section 4.3, below) does not in any way extend Buyer's Due Diligence Period or modify Buyer's and Seller's rights and obligations under Section 4.3. In connection with Buyer's entry on the Property Buyer shall comply with all of the following:

(a) Prior to each entry, Buyer shall provide Seller and the Agriculture Tenant with advance written notice of Buyer's desire to enter the Property which notice shall include a brief description of the inspection, investigation and/or tests to be conducted and shall specify the person or persons who will be entering the Property to conduct such activity. Buyer shall coordinate the date and time of entry directly with the Agriculture Tenant so as to minimize any disruption of the Agriculture Tenant's farming operations.

(b) In conducting any inspections, investigations, tests, and related activities with respect to the Property, Buyer shall ensure that Buyer and Buyer's Agents shall at all times refrain from disturbing or interfering in any manner with the business operations being conducted on the Property by Seller and/or the Agriculture Tenant.

(c) Buyer shall keep the Property free and clear of all liens arising out of Buyer's and Buyer's Agents activities conducted upon the Property.

(d) Buyer, and each of Buyer's Agents entering the Property, shall carry general liability insurance, written on an occurrence basis, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for property damage, One Million Dollars (\$1,000,000.00) per occurrence for personal injury or death, and One Million Dollars (\$1,000,000.00) aggregate, insuring against injury to persons or property damage arising from or in connection with any action or activities of Buyer or Buyer's Agents with respect to the Property, and naming Seller and the Agricultural Tenant as additional insureds. Without limitation, such insurance shall cover damage to crops arising from Buyer's activities on the Property. Buyer and Buyer's Agents shall also carry workers' compensation insurance as required by California law. Prior to entering the Property, Buyer shall provide Seller with a certificate of insurance that satisfies Seller that such insurance is in place.

(e) Buyer, at Buyer's sole cost, shall repair all damage or injury caused by Buyer or Buyer's Agents in connection with any such inspection or entry and shall return the Property to the condition existing prior to such entry, but excluding any latent defects or hazardous materials discovered by Buyer during its investigation of the Property. Buyer shall defend, indemnify, and hold Seller and the Property harmless from all loss, damage, claims, or liability of any kind (including without limitation reasonable attorneys' fees and costs of suit) arising from the activities of Buyer and Buyer's Agents on or with respect to the Property and from any and all mechanics', materialmen's, and other liens resulting from such activities. Notwithstanding anything to the contrary provided in this Agreement, Buyer's obligations hereunder shall survive the expiration or termination of this Agreement for any reason.

(f) If this transaction fails to close for any reason, Buyer shall furnish Seller with a copy of all reports, studies, surveys, and related materials procured or assembled by Buyer or Buyer's Agents with respect to the Property.

4.2 Review of Due Diligence Materials. Within five (5) days following the Effective Date, Seller shall, to the extent the same are within Seller's possession or control, deliver to Buyer copies of any and all environmental studies and analyses, as well as any and all Phase I and Phase II environmental reports, soils reports, surveys, and Seller's draft EIR relating to the Property (collectively, the "Due Diligence Materials"). During the period commencing on the Effective Date until the Closing, Buyer and Buyer's Agents shall have the right to review the Due Diligence Materials, and any other materials or matters Buyer in its sole and absolute discretion may elect to obtain and review with respect to the Property. In the event Buyer terminates this Agreement prior to Closing, Buyer shall return all Due Diligence Materials provided by Seller to Buyer.

4.3 Due Diligence Notice. Buyer shall have the absolute right, during the period commencing on the Effective Date and expiring at 5:00 p.m. California time on the date that is thirty (30) days following the Effective Date of this Agreement (the "Due Diligence Period"), to elect to approve or disapprove, in Buyer's sole discretion, the suitability of the Property for Buyer's intended purposes. The Due Diligence Period may only be extended by the mutual written agreement of the Parties. In the event Buyer (for any reason or no reason) disapproves of the Property, Buyer may terminate its obligation to purchase the Property by delivering written notice ("Disapproval Notice") of its disapproval of the Property to Seller at any time prior to the expiration of the Due Diligence Period, in which case the Deposit shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer's obligation to purchase, and Seller's obligation to sell the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement. In the event that Buyer elects in its sole and absolute discretion to approve all matters relating to the Property, then prior to the expiration of the Due Diligence Period, Buyer shall deliver written notice ("Approval Notice") of its approval of the Property to Seller.

5. Conditions Precedent. The following shall be the conditions precedent to the Parties' obligations to consummate the purchase and sale transaction contemplated herein:

5.1 Conditions to Buyer's Obligations. Buyer's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Buyer and may only be waived by Buyer in writing (subject, however, to the restriction on waiver with respect to Section 5.1.6, below):

5.1.1 Owner's Policy. Title Company shall be irrevocably committed to issue, at the Closing, its standard coverage owner's title insurance policy, and provided Buyer provides the Survey to the Title Company (in a form that meets the Title Company's reasonable requirements), its extended coverage ALTA Owner's Title Insurance Policy (2006 Form) in a form satisfactory to Buyer, with liability equal to the Purchase Price, showing fee title to the Property vested in Buyer, free and clear of any and all tenancies and/or rights of third parties affecting all or any portion of the Property, subject only to the Permitted Exceptions (the "Owner's Policy").

5.1.2 Due Performance. Seller shall not be in material default under this Agreement, and shall have duly performed each and every material covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

5.1.3 Seller's Representations and Warranties. Each representation and warranty made in this Agreement by Seller shall be true and correct at the time as of which the same is made and as of the Close of Escrow.

5.1.4 Condemnation. This Agreement shall not have been terminated by Buyer as a result of any condemnation or threatened condemnation of the Property as described in this Agreement.

5.1.5 Consents. Seller has obtained and delivered to Buyer all of the necessary consents required by Section 6.5 below.

5.1.6 Subdivision Map Act. The Land shall consist of one or more separately conveyable legal parcels, complying with the California Subdivision Map Act. Buyer cannot waive this condition.

5.1.7 Seller Deliveries. Seller shall have delivered to Escrow Holder the items described in Section 7 hereof.

5.1.8 No Pending Action. There shall exist no pending or, to the Seller's knowledge, threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the Seller that would materially and adversely affect the Seller's ability to unconditionally perform its obligations under this Agreement.

5.1.9 Condition of Property. There shall have been no material adverse change in the physical or environmental condition of the Property which was not caused by Buyer or Buyer's Agents. Notwithstanding the foregoing, Buyer acknowledges and agrees that, pursuant to the removal of the Land from being bound by the Agricultural Lease as provided in Sections 5.3.5 and 6.6 of this Agreement, during the period between the Effective

Date and Close of Escrow, the Agriculture Tenant intends to harvest its crops, double-disc the Land, remove its equipment, machinery, and other personal property, and take such other actions necessary in connection with vacating the Land.

5.1.10 Amendment to Agricultural Lease. Seller and the Agriculture Tenant shall have either (a) terminated the Agricultural Lease (effective prior to or as of the Close of Escrow), or (b) entered into an amendment to the Agricultural Lease (effective prior to or as of the Close of Escrow) removing the Land from the premises being leased thereunder.

5.2 Buyer's Waiver of Conditions. Buyer may at any time or times on or before the Close of Escrow, at its sole election, waive any of the conditions precedent to Buyer's obligations under Section 5.1 (other than the condition precedent set forth in Section 5.1.6, above) or otherwise and consummate the sale, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller. In the event any of the conditions precedent for the benefit of Buyer that are contained in this Agreement are not fulfilled and satisfied in any material respect, then in addition to any other rights or remedies Buyer may have, Buyer may terminate its obligation to purchase the Property, and (a) the Deposit and all accrued interest thereon shall immediately be returned to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, (b) Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and (c) neither Party shall have any further obligation to the other except as otherwise provided in this Agreement.

5.3 Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction, in Seller's sole and absolute discretion, of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing (subject, however, to the restriction on waiver with respect to Section 5.3.4, below):

5.3.1 Buyer Deliveries. Buyer shall have delivered to Escrow Holder the items required to be delivered by Buyer pursuant to Section 8 hereof.

5.3.2 Due Performance. Buyer shall not be in default under this Agreement and shall have duly performed each and every covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

5.3.3 Buyer's Representations and Warranties. Each representation and warranty made in this Agreement by Buyer shall be true and correct at the time as of which the same is made and as of the Close of Escrow.

5.3.4 Subdivision Map Act. The Land shall consist of one or more separately conveyable legal parcels, complying with the California Subdivision Map Act. Seller cannot waive this condition.

5.3.5 Amendment to Agricultural Lease. Seller and the Agriculture Tenant shall have either (a) terminated the Agricultural Lease (effective prior to or as of the Close of Escrow), or (b) entered into an amendment to the Agricultural Lease (effective prior to or as of the Close of Escrow) removing the Land from the premises being leased thereunder.

5.4 Seller's Waiver of Conditions. Seller may at any time or times on or before the Close of Escrow, at its sole election, waive any of the conditions precedent to Seller's obligations under Section 5.3 (other than the condition precedent set forth in Section 5.3.4 above) or otherwise and consummate the sale, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to Buyer.

6. Additional Covenants and Agreements.

6.1 Operation of the Property Prior to Close of Escrow. During the period between the Effective Date and the earlier of Close of Escrow or termination of this Agreement, Seller covenants and agrees as follows:

6.1.1 Affirmative Covenants. Seller shall (i) pay all taxes and assessments with respect to the Property prior to delinquency, (ii) maintain and operate the Property in its current condition, subject, however, to the rights of Seller and the Agriculture Tenant pursuant to the Agricultural Lease (as defined in Section 6.8), (iii) maintain property and liability insurance related to the Property at the level and with the insurance companies that Seller currently maintains, and (iv) comply with all federal, state, local and other laws, ordinances, rules, regulations and orders affecting or governing the use, occupancy, ownership or maintenance of the Property and promptly furnish Buyer with copies of any and all written notices or communications that it receives from any person, tenants, lenders or governmental or quasi-governmental entities regarding any violation or claim of violation by Seller of any such laws.

6.1.2 Negative Covenants. Seller shall not, except as otherwise specifically permitted or required pursuant to this Agreement, or as otherwise agreed or permitted by Buyer in writing in Buyer's sole and absolute discretion, (i) grant, create or allow the creation of any easement, right-of-way, encumbrance, lien, restriction, right of occupancy or assessment affecting the Property or otherwise cause or permit any other change to the state of title with respect to the Property, (ii) amend, extend or otherwise modify the terms of any existing lease, easement, right-of-way, encumbrance, lien, restriction or assessment that affects the Property; (iii) sell, transfer or otherwise convey or terminate, amend or otherwise modify any Intangible Property, (iv) enter into any further or amend any existing agreements, contracts, leases or rights of occupancy with respect to the Property, (v) default under any contract, agreement, lease or obligation with respect to the Property, (vi) cause or permit any Hazardous Materials (as defined in Section 12.1.8 below) to be stored, released, discharged or generated on the Property, or (vii) cause or permit any material changes to the physical condition of the Property.

6.2 Buyer's Project. Seller shall not amend, modify, terminate or abandon any of the existing entitlements or any related applications or approvals for the Property without Buyer's prior written consent. Buyer may meet with (a) the City of Oxnard, County and any other governmental or quasi-governmental entities or agencies (collectively, the "Governmental Authorities"); and (b) all other consultants, contractors persons or entities with whom Seller engaged or contracted with for the design, development, construction, use or operation of the Property. Subject to the limitations set forth herein, Buyer shall have the exclusive right, at its sole cost and expense, to seek and process all applications, improvement plans, drawings and

specifications, site plans, permits (including 401, 404 and 1603 environmental permits), licenses, maps, zoning changes, specific plans, amendments, general plan amendments, entitlements, approvals, agreements, documents and other instruments, and any modifications or changes thereto that Buyer deems necessary or appropriate to obtain approval from any Governmental Authorities for the design, development, construction, use, and operation of Buyer's proposed project on Property (the "Project"), all on terms and conditions that are acceptable to Buyer in its sole and absolute discretion; provided, however, if Buyer desires to perform any such acts (other than the acts set forth in Section 1.1.1 hereof) prior to the Close of Escrow (as defined in Section 9.2), Buyer shall first obtain Seller's prior written consent, which consent shall not be unreasonably withheld. Buyer shall deliver to Seller copies of all documents, applications, and submissions concurrently with Buyer's delivery of the same to the applicable Governmental Authority. Buyer shall be solely responsible for any and all fees, costs, deposits or other monetary obligations arising as a result of any such submissions. If this Agreement is terminated for any reason prior to Close of Escrow, Buyer shall deliver to Seller, if so requested by Seller, copies of any reports, surveys, plans, environmental studies, and other materials procured by Buyer in connection with its activities hereunder.

6.3 Termination of Leases. Except as provided in Section 6.6 of this Agreement with respect to the existing Agricultural Lease, if any lease, licenses or occupancy rights exist with respect to the Property, Seller hereby covenants at its sole cost and expense to terminate any such leases, licenses or rights so that Seller can deliver exclusive possession of the Property to Buyer at Closing free of any lease, license or occupancy rights.

6.4 Additional Disclosures. Seller shall promptly advise Buyer in writing of any material adverse change in the condition of any of the Property, the occurrence of any event or the discovery of any fact which would render any representation or warranty of Seller to Buyer in this Agreement untrue or materially misleading, and any written notice or other communication from any Governmental Authority or third person alleging that the consent of such third person is or may be required in connection with the transactions contemplated by this Agreement.

6.5 Seller Contracts. Seller shall cause any and all charges, fees, costs or expenses that have accrued under any contracts or agreements relating to the Property to which Seller is a party ("Contracts"), if any, to be paid in full on or prior to the Close of Escrow. Prior to the Close of Escrow, Seller at its sole cost and expense shall obtain and deliver to Buyer unconditional written consents to assignment and reliance in favor of Buyer, for transfer of the Intangible Property, if any, and any Contracts, if any, executed by the necessary party thereto. This Section shall survive the Close of Escrow.

6.6 Agricultural Lease. Buyer acknowledges that, as of the Effective Date, the Land is being farmed by Seller's current tenant, Channel Islands Vegetable Farms, Inc., a California corporation ("CIVF") pursuant to the terms of the Agricultural Lease dated April 13, 2004, as amended by the First Extension of Lease dated April 15, 2009, the Second Extension of Lease dated April 15, 2012, and the Third Extension of Lease dated April 15, 2015, and as further modified by the Assignment, Assumption, and Modification of Lease Agreement dated July 14, 2016 by which the prior tenant, Hiji Bros., Inc., a California corporation, assigned to CIVF all of its rights and interest as Tenant under the lease (collectively the "Agricultural

Lease”) a copy of which has been provided to Buyer. As used in this Agreement, the “Agriculture Tenant” means CIVF, its successors and assigns. The Agricultural Lease covers all or substantially all of the Borchard Property including the Real Property that is the subject of this Agreement. The current term of the Agricultural Lease expires on July 15, 2018 subject to possible earlier termination in accordance with its terms. Buyer acknowledges and agrees that any and all crops planted on the Property by or on behalf of the Agriculture Tenant belong to the Agriculture Tenant subject to the terms and conditions of the Agricultural Lease. As provided in Section 5.3.5 of this Agreement, as a condition to Closing, Seller shall have either terminated the Agricultural Lease or amended the Agricultural Lease to remove the Land from being covered by the Agricultural Lease.

6.7 Application for State Reimbursement. Buyer acknowledges that Buyer is acquiring the Property as a proposed school site for grades kindergarten through 8<sup>th</sup> grade. Buyer covenants and agrees to use its best efforts to seek and obtain reimbursement from the State School Facilities Program (the “State Reimbursement”) with respect to the site acquisition pursuant to this Agreement. If Buyer has not already done so, Buyer shall promptly submit the appropriate application for the State Reimbursement and shall diligently pursue such application to completion.

6.8 Donee Acknowledgement. Buyer acknowledges that each Selling Party intends to complete and file Form 8283 with the Internal Revenue Service for purposes of reporting his, her or its proportionate share of the charitable contribution Seller intends to claim pursuant to Sections 170 and 1101(b) of the Internal Revenue Code and Treasury regulation Section 1.170A-4. At least three (3) days prior to the Closing Date, Seller shall deliver to Buyer a completed Form 8283 for each Seller Party. Except for the information specific to each respective Seller Party, each Form 8283 shall be completed as set forth on the Form 8283 attached hereto as Exhibit “D”. Buyer shall execute the Donee Acknowledgement on each Form 8283 and deliver the executed originals to Escrow Holder as provided in Section 8, below.

7. Seller’s Closing Deliveries. Not less than one (1) business day prior to the Closing Date, or at such earlier time as Escrow Holder may reasonably require in order to Close this transaction in a timely manner pursuant to this Agreement, Seller shall deliver or cause to be delivered to Escrow Holder the following items:

7.1 One (1) fully-executed and acknowledged grant deed conveying the Real Property in the form attached hereto as Exhibit “E” (“Grant Deed”);

7.2 A Certificate of Non-Foreign Status duly executed by Seller certifying that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, together with the equivalent California form (Form 593-C) confirming that Seller is not subject to withholding of any portion of the Purchase Price by Buyer pursuant to the California Revenue & Taxation Code (collectively, the “Non-Foreign Affidavits”);

7.3 One (1) fully executed original of a bill of sale and assignment agreement (the “Assignment”) conveying to Buyer the Personal Property, if any, and Intangible Property, if any, in the form attached hereto as Exhibit “F”;



7.4 A duly executed counterpart of the Developer Mitigation Agreement;

7.5 A duly executed counterpart of the Water Service Agreement;

7.6 Written confirmation from Seller that the Agricultural Lease has either been terminated or amended as provided in Section 5.3.5 and 6.6 of this Agreement; and

7.7 Any other document, instrument or agreement necessary to consummate the transactions contemplated herein reasonably requested by Buyer or Escrow Holder.

8. Buyer's Closing Deliveries. Not less than one (1) business day prior to the Closing Date, or at such earlier time as Escrow Holder may reasonably require in order to Close this transaction in a timely manner pursuant to this Agreement, Buyer shall deliver to Escrow Holder the following items:

8.1 The Closing Funds;

8.2 The duly executed Note;

8.3 A duly executed Preliminary Change of Ownership Report for filing in connection with recording the Grant Deed;

8.4 One (1) fully executed original of a bill of sale and assignment agreement (the "Assignment") conveying to Buyer the Personal Property, if any, and Intangible Property, if any, in the form attached hereto as Exhibit "F";

8.5 A duly executed counterpart of the Developer Mitigation Agreement;

8.6 A duly executed counterpart of the Water Service Agreement;

8.7 An Internal Revenue Service Form 8283 received by Buyer from Seller for each Seller Party as provided in Section 6.8, above, with the Donee Acknowledgment duly executed by Buyer; and

8.8 Any other documents, instruments or agreements necessary to consummate the transactions contemplated herein reasonably requested by Seller or Escrow Holder.

9. Escrow and Closing.

9.1 Escrow Instructions. Within five (5) days following the Effective Date of this Agreement, the parties shall open an escrow (the "Escrow") with **Lawyers Title Company** in Oxnard, California (the "Escrow Holder") by delivering a duly executed copy of this Agreement to Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder ("Opening of Escrow"), and such Agreement shall constitute Escrow Holder's escrow instructions. Any standard form escrow instructions submitted by Escrow Holder or any other clarification or addition to the instructions contained herein shall, when executed by Buyer and Seller, constitute additional escrow

instructions. In the event of any conflict between such additional instructions and this Agreement, the terms of this Agreement shall prevail.

9.2 Closing. "Close of Escrow" or "Closing" means the date on which the Grant Deed conveying title to the Property to Buyer is recorded. Close of Escrow shall occur at a date and time mutually agreed upon by the parties (the "Closing Date") but no later than March 1, 2018. The Parties may, by mutual written agreement, extend the Closing Date beyond March 1, 2018, but nothing herein shall obligate either party to agree to so extend the Closing Date.

9.3 Close of Escrow. Provided that Escrow Holder shall not have received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Close of Escrow or of the termination of the Escrow, and if and when Buyer and Seller have deposited into Escrow the funds and documents required by this Agreement, and Title Company is irrevocably committed to issue the Owner's Policy concurrently with the Close of Escrow, Escrow Holder shall:

9.3.1 Record Documents. Cause the Grant Deed, the Water Service Agreement and the Developer Mitigation Agreement to be recorded in the Official Records of the County in which the Property is located.

9.3.2 Deliver to Buyer. Immediately upon the recording of the Grant Deed and Memorandums, deliver to Buyer: (i) conformed copies of the Grant Deed and Memorandums; (ii) the Non-Foreign Affidavits; (iii) fully-executed original of the Assignment; (iv) any funds deposited by Buyer, and any interest earned thereon, in excess of the amount required to be paid by Buyer hereunder; (v) Seller's duly executed counterparts of the Water Service Agreement, and (vi) the Owner's Policy issued by Title Company.

9.3.3 Deliver to Seller. Immediately upon the recording of the Grant Deed and Memorandums, deliver to Seller (i) the Closing Funds, after satisfying the closing costs, prorations and adjustments to be paid by Seller pursuant to this Agreement; (ii) the original Note duly executed by Buyer; (iii) Form 8283 for each Seller Party with Buyer's original signature on the Donee Acknowledgement of each such Form; (iv) conformed copies of the Grant Deed and Water Service Agreement, and (v) Buyer's duly executed counterpart of the Water Service Agreement.

9.4 Real Estate Reporting Person. Escrow Holder is hereby instructed to comply with all applicable Federal, state and local reporting and withholding requirements relating to the close of this transaction. Escrow Holder is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Holder shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Holder shall, in addition to complying with any applicable state and local requirements, file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

10. Closing Costs and Prorations.

10.1 Closing Costs. Buyer shall pay (i) one-half (1/2) of Escrow Holder's escrow fee; and (ii) any charges for extended title coverage and any additional title endorsements requested by Buyer (other than those payable by Seller as provided in this Section 10 below). Seller shall pay (i) one-half (1/2) of Escrow Holder's escrow fee; (ii) all of the city, county and/or other documentary transfer stamps, taxes and/or fees; (iii) Title Company's charges for the Owner's Policy; and (iv) the cost of recording the Grant Deed. Seller shall pay for all of Title Company's charges for endorsements to the Owner's Policy required to cure Title Objections that Seller has agreed to cure pursuant to Section 3 hereof. All other closing costs and charges shall be paid by the Parties in accordance with the customary practice in the County. The foregoing provisions of this Section notwithstanding, should the obligations of Buyer to purchase, and Seller to sell, the Property be terminated in accordance with this Agreement, Buyer and Seller shall each pay one-half (1/2) of the cost of the escrow cancellation fees and other amounts due Escrow Holder and the Title Company; provided, however, that should this Escrow be terminated as a result of the default by one of the Parties hereto, the defaulting Party shall pay the entire amount of the cancellation fees and other amounts due Escrow Holder and the Title Company, and the non-defaulting Party shall have no liability therefor. Buyer and Seller shall each pay their own attorneys' fees in connection with the preparation and negotiation of this Agreement and in connection with the consummation of the transactions contemplated hereby.

10.2 Prorations. All non-delinquent taxes and assessments applicable to the Property, including, without limitation, all property taxes and assessments shall be prorated as of the Close of Escrow on the basis of the actual number of days of the month that have elapsed as of the Close of Escrow and based upon a three hundred sixty-five (365) day year. With respect to prorations related to real property taxes and assessments, the basis for said proration shall be the amount shown for real property taxes and assessments in the most recent installment for the fiscal year in which the Close of Escrow occurs. If no installment for the fiscal year in which Close of Escrow occurs is available, Buyer and Seller shall reasonably estimate such installment which shall be used to prorate taxes and assessments. No adjustment shall be made for any change in the real property taxes and assessments occurring by virtue of the sale of the Property to Buyer. Buyer shall be solely responsible for any property taxes incurred on the Property for the period after the Close of Escrow, including any reassessment of the Property related to Buyer's purchase of the Property set forth herein. All lease revenues applicable to the Property shall be prorated as of the Close of Escrow on the basis of the actual number of days of the month that have elapsed as of the Close of Escrow and based upon a three hundred sixty-five (365) day year. The amount of such prorations shall be subject to adjustment in cash after the Close of Escrow outside of Escrow as and when complete and accurate information becomes available, if such information is not available on the Closing Date. Seller and Buyer agree to cooperate and use their best efforts to make such adjustments prior to ninety (90) days after the Close of Escrow.

## 11. Representations and Warranties.

11.1 Representations and Warranties of Seller. Each Seller Party hereby makes the following representations and warranties to Buyer (which Buyer is relying upon), which representations are true in all respects as of the date hereof and as of the Closing. Each Seller Party shall notify Buyer in writing immediately if such Seller Party becomes aware that any

representation or warranty made by such Seller Party has become untrue or misleading in light of information obtained by such Seller Party after the Effective Date. Buyer acknowledges and agrees that because Seller is made up of several persons, trusts and entities, each of the representations and warranties of Seller set forth below is made separately by each Seller Party with respect to such Seller Party and its interest in the Property as defined in the Preliminary Title Report, and no Seller Party shall be responsible for any other Seller Party's representations and warranties (or breach thereof). As used herein, "Seller's knowledge" means the actual knowledge (and not the imputed, implied or constructive knowledge) of the Seller Party, without any independent investigation having been made. Each Seller Party represents and warrants that such Seller Party has not conducted any independent investigation with respect to each such representation in which the term "Seller's knowledge" is used. As used herein, the phrase "has not conducted any independent investigation" means that the Seller Party has not independently attempted to verify the facts of the matter represented by testing, inspection, inquiry, or investigation into the matter.

11.1.1 Due Authorization. This Agreement has been duly and validly authorized, executed and delivered by Seller and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller. This Agreement is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms (except to the extent such enforcement may be limited by applicable bankruptcy, insolvency or other principles relating to creditors' rights).

11.1.2 Title. Seller is the sole owner of the entire right, fee title and interest in and to the Property with full right to convey the same. Without limiting the foregoing, there is no enforceable option or right of first refusal in effect with respect to the Property. Except as provided in this Agreement, there are no obligations in connection with the Property that will be binding upon Buyer or affect the Property after the Close of Escrow and to Seller's knowledge there are no assessments or bonds assessed or proposed to be assessed, against the Property, except matters that are set forth in the Preliminary Title Report. To Seller's knowledge, there are no conflicts in boundary lines, encroachments or easements not disclosed by public records or litigation involving the Property which have not previously been disclosed by Seller to Buyer.

11.1.3 Eminent Domain. There are no existing, proposed, threatened or, to Seller's knowledge, contemplated eminent domain proceedings by any other entity other than the Buyer that would affect the Property in any way whatsoever.

11.1.4 Litigation. There is no adverse claim, litigation or administrative proceeding or investigation pending or, to the Seller's knowledge, threatened, that does or will affect the Property.

11.1.5 Violations of Law. No notices of any violation of governmental regulations, ordinances or laws relating to the Property have been received by Seller or, to Seller's knowledge, entered against Seller, and to Seller's knowledge no such violations exist.

11.1.6 Violation of Agreements. The execution and performance of this Agreement by Seller shall not violate any contract, agreement or instrument to which Seller is a party or, to which the Property is bound. Neither this Agreement nor anything provided to be done hereunder, including, but not limited to, the transfer, assignment and sale of the Property, violates or shall violate any contract, agreement or instrument to which Seller is a party or to which the Property is bound.

11.1.7 Defaults. Seller is not in default under, nor has Seller received, any oral or written notice that any event has occurred which with the giving of notice or the passage of time, or both, would constitute a default under, any agreement, obligation, liability, covenant, condition, restriction, easement, encumbrance or any entitlement or governmental approval or requirement pertaining to the Property.

11.1.8 Hazardous Materials. Except as otherwise disclosed to Buyer in writing, to Seller's knowledge, the Property, including subsurface soil and ground water, does not now contain nor, in the past has contained any Hazardous Materials in violation of applicable law. Seller has not received any oral or written notice from any person or from a governmental authority with jurisdiction over the Property that the Property is in violation of any Environmental Law, and, to Seller's knowledge, (a) the Property is not in violation of any Environmental Law, (b) does not contain any underground treatment or storage tanks or water, gas or oil wells or any other underground improvements related to Hazardous Materials, and (c) is not on any "Superfund" list under any applicable Environmental Law or subject to any lien relating to any Environmental Law. For purposes hereof, (i) "Environmental Law" means any Federal, state, local or administrative agency law, rule, regulation, ordinance or order relating to Hazardous Materials (as defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et. seq.) and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et. seq.); and (ii) "Hazardous Material" means any substance, chemical, waste or other material listed as "hazardous" or "toxic" under any Environmental Law, including, without limitation, petroleum and petroleum byproducts.

11.1.9 Bankruptcy. No attachments or execution proceedings and no assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or, to Seller's knowledge, threatened against Seller or concerning all or part of the Property, nor are any of such proceedings contemplated by Seller, nor has Seller ever been a debtor under any case commenced under the United States Bankruptcy Code. Seller has not been insolvent for the last one hundred twenty (120) days preceding the Effective Date.

11.1.10 Other Property Matters. Except with respect to the Agricultural Lease referred to in this Agreement, and except as disclosed in the Preliminary Title Report, there are (i) no agreements, written or oral, under which Seller is or could become obligated to sell, convey, transfer or lease the Property, or any portion thereof or any right, title or interest therein, to a third party, (ii) no liens, easements, encumbrances, prescriptive rights, contracts or other agreements for services, supplies or materials which may affect title to or use of the Property after the Closing; (iii) to Seller's knowledge, no adverse or other parties in possession of all or any portion of the Property and no party other than Seller and Buyer has any right thereto or to the use of the Property; (iv) to Seller's knowledge, no encroachments of

improvements from the Property onto the property of others or by others onto the Property; and (v) to Seller's knowledge, no moratoriums, initiatives or legislation affecting the Property (and Seller has not received any oral or written notice of any being contemplated).

11.1.11 No Bonds. Seller has not posted any bonds or other collateral with any governmental authorities to secure performance of any obligations with respect to the development of the Property.

11.1.12 Due Diligence Materials. The Due Diligence Materials delivered by Seller to Buyer pursuant to Section 4.2 of this Agreement are, to Seller's knowledge, complete and true and correct copies of such documents or original counterparts thereof and, to Seller's knowledge, there is no material inaccuracy in or material misrepresentation of the matters contained therein.

11.1.13 Agreements Affecting the Real Property. To Seller's knowledge, except as shown in the Preliminary Title Report, there are no commitments to or agreements with any federal, state or local governmental agencies, public utilities, predecessor owners, adjacent landowners or other parties affecting the Real Property, which would impose any improvement, financial or other, obligations on Buyer.

11.1.14 Consultant Agreements. All amounts payable by Seller pursuant to any contract or agreement affecting the Property have been and will continue to be paid on a current basis. Buyer will have no obligation or liability with respect to any such contracts or agreements following the Close of Escrow unless and except to the extent that Buyer specifically elects to assume the same.

11.1.15 Offsite Improvements. To Seller's knowledge, and except as set forth in the Due Diligence Materials, there are no requirements imposed against the Property imposing any obligations on the owner thereof to construct any offsite improvements as a condition to the development of the Property or otherwise.

11.1.16 Foreign Person. Seller warrants that no individual or entity which, under the terms of this Agreement, will transfer United States Real Property Interests, as defined in Section 897(c) of the Internal Revenue Code, is a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code. Seller agrees to execute and deliver through escrow, prior to the Close of Escrow, any affidavit required by Buyer verifying the warranty specified in this paragraph.

11.1.17 No CFD. Except as set forth in the Preliminary Title Report, to Seller's actual knowledge there are no community facilities districts, landscape maintenance districts or similar special assessment districts pending with respect to the Property.

11.1.18 Anti-Money Laundering. To Seller's knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders").

11.1.19 Prohibited Transactions. Seller (a) is not listed on the “Specially Designated Nationals and Blocked Persons List” maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “Lists”); (b) is not a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is not or has not engaged in any dealings or transactions with any Forbidden Entity. A “Forbidden Entity” is defined as (i) the governments of Cuba, Iran, North Korea, Myanmar, Syria and Sudan (each, a “Prohibited Country”) and any of their agencies, including, but not limited to, political units and subdivisions (each, a “Prohibited Government”); and (ii) any company that (A) is wholly or partially managed or controlled by a Prohibited Government, (B) is established, organized under, or whose principal place of business is in any Prohibited Country, or (C) has failed to submit an affidavit following request therefore averring that it does not own or control any property or asset in and has not and does not transact business with any Prohibited Country. For purposes of this Section, a “company” is any entity whether publicly traded or privately owned capable of affecting commerce, including, but not limited to, a government, government agency, natural person, legal person, sole proprietorship, partnership, firm, corporation, subsidiary, affiliate, franchisor, franchisee, joint venture, trade association, financial institution, utility, public franchise, provider of financial services, trust, or enterprise and any association thereof.

11.2 Representations and Warranties of Buyer. Buyer hereby makes the representations and warranties set forth in this section (which Seller is relying upon) for the benefit of Seller and their respective successors and assigns. Buyer shall notify Seller in writing immediately if Buyer becomes aware that any representation or warranty has become untrue or misleading in light of information obtained by Buyer after the Effective Date.

11.2.1 Authority. Buyer is a California public school district. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by the requisite action on the part of Buyer, and no other authorization or consent is required therefor. No approvals, authorizations or consents of any public body or any other person or entity (except for those already obtained) are necessary in connection with this Agreement or the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Buyer, and is enforceable in accordance with its terms against Buyer, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.

11.2.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer do not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a part or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at the Close of Escrow.

11.2.3 Litigation. There are no claims, actions, suits or proceeding continuing, pending or to Buyer's actual knowledge, threatened, which would materially adversely affect Buyer or this transaction.

11.2.4 Tax Exemption. Buyer has been accorded, and as of the Closing shall hold, tax exempt status by the Internal revenue Service as a charitable and educational organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), and is a qualified organization under Section 170(c) of the Code.

11.2.5 Subdivision Map Act. Buyer's acquisition of the Property pursuant to this Agreement shall not violate the California Subdivision Map Act or any applicable local law, regulation or ordinance.

12. Buyer's Reliance on its Due diligence.

12.1 Buyer's Due Diligence. As of the Close of Escrow, Buyer shall have undertaken all such inspections and examinations in connection with the Property as Buyer deems necessary or appropriate under the circumstances, including, without limitation, the physical and environmental condition of the Property (including without limitation the impact, if any, of current and previous farming activities conducted on the Property), the zoning of the Property, the Property's compliance with applicable laws, the condition of any improvements on the Property, and the availability or lack thereof of entitlements for the development and use of the Property. Based upon the same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice of its agents, consultants, contractors, vendors and representatives in deciding whether to purchase the Property pursuant to this Agreement.

12.2 AS-IS, WITH ALL FAULTS. Except for the express covenants, representations, and warranties provided by Seller in this Agreement, Buyer does hereby acknowledge and agree that Buyer is purchasing the Property in an "**AS-IS, WHERE IS, WITH ALL FAULTS**" condition as of the Closing. Buyer further acknowledges and agrees that, except for the representations and warranties expressly provided by Seller in this Agreement, (a) no other representations or warranties either express or implied, including, but not limited to, any implied warranties of fitness or suitability for a particular purpose are being made by Seller or any Selling Party with respect to the Land or Property, and all such implied warranties are hereby expressly disclaimed by Seller and waived by Buyer to the fullest extent permitted by law; and (b) neither Seller nor any Selling Party, nor any trustee, representative, member, agent, employee, property manager, broker, principal, partner, affiliate or consultant of Seller or any Selling Party is making or has made any other representations or warranties with respect to the Land or the Property, including without limitation any representation or warranty regarding the physical condition, environmental condition, topography, seismic condition, water rights, utilities, zoning, soil, subsidence, square footage, development prospects, use, access, drainage, or compliance with any applicable laws, regulations, or ordinances, and all such representations and warranties are hereby disclaimed by Seller and each Selling Party to the fullest extent permitted by applicable law.

13. Further Assurances. Seller will, whenever and as often as it shall be requested by Buyer, and Buyer will, whenever and as often as it shall be requested by Seller, execute,



acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper in order to complete any and all conveyances, transfers, sales and assignments herein provided, and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so reasonably requested in order to carry out the intent and purpose of this Agreement, including, without limitation, execution of any easement agreements with adjacent real property owners reasonably necessary for the development of the Property.

14. Earthquake or Other Casualty During Escrow. If there is material damage to the Property or if the Property is destroyed or materially damaged by earthquake, flood, landslide, or other casualty prior to the Closing Date, then Buyer shall have the right, by written notice delivered to Seller and Escrow Holder within ten (10) business days after Buyer receives written notice of such damage or destruction, to terminate this Agreement and cancel Escrow. Otherwise, if Buyer does not so elect to terminate this Agreement and cancel Escrow by written notice delivered to Seller and Escrow Holder within such ten (10) business day period, then this Agreement shall remain in full force and effect, and all insurance proceeds payable to Seller with respect to such damage or destruction, if any, shall be assigned and delivered by Seller to Buyer at the Close of Escrow hereunder. If this Agreement and the Escrow are terminated by Buyer by written notice delivered to Seller and Escrow Holder during such ten (10) business day period as provided above, then, notwithstanding the provisions of Section 10 above, Buyer shall pay all Escrow cancellation charges, and the Deposit and any other funds deposited by Buyer into Escrow or released to Seller, together with all interest earned thereon in Escrow, less cancellation charges, shall be returned to Buyer.

15. Condemnation. If before the Close of Escrow, all or any portion of the Property is subject to an actual or threatened taking by a governmental or quasi-governmental entity or public authority (except Buyer), by the power of eminent domain or otherwise, Buyer shall have the right, exercisable by giving written notice to Seller within fifteen (15) days after Buyer's receipt of written notice from Seller of such taking to either (a) to terminate its obligation to purchase the Property, in which case the Deposit shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise provided in this Agreement, or (b) to accept the applicable portion of the Property in its then existing condition, in which case, all condemnation awards shall be paid or assigned to Buyer. If Buyer elects to proceed under clause (b) above, Seller shall not compromise, settle or adjust any claims to such condemnation award without Buyer's prior written consent.

16. Default and Remedies.

16.1 Buyer Default; Liquidated Damages. BUYER AND SELLER AGREE THAT IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED AS A RESULT OF A DEFAULT OR BREACH HEREUNDER BY BUYER (a "Buyer Default"), THEN SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT SHALL BE TO TERMINATE THIS AGREEMENT AND RECEIVE, IN ADDITION TO DELIVERY OF THE DUE

DILIGENCE MATERIALS, "LIQUIDATED DAMAGES" EQUAL TO THE DEPOSIT (as defined in Section 2.1 of this Agreement). IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT SUCH AMOUNT IS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER RESULTING FROM SUCH BREACH OR DEFAULT BY BUYER, SUCH DAMAGES INCLUDING COSTS OF NEGOTIATING AND DRAFTING OF THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN, AND CARRYING COST ASSOCIATED WITH, KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HEREWITH. ACCORDINGLY, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, WHETHER AT LAW OR IN EQUITY, BUYER AND SELLER AGREE THAT THE DEPOSIT SHALL BE THE SOLE DAMAGES OF SELLER IN THE EVENT THAT THIS SALE IS NOT CONSUMMATED AS A RESULT OF ANY BREACH OR DEFAULT BY BUYER HEREUNDER.

SELLER'S INITIALS

BUYER'S INITIALS

(See Seller's Addendum attached)

16.2 Seller Default. IF CLOSE OF ESCROW SHALL FAIL TO OCCUR BECAUSE OF SELLER'S DEFAULT UNDER THIS AGREEMENT, BUYER SHALL BE ENTITLED, AS BUYER'S SOLE AND EXCLUSIVE REMEDY AND IN LIEU OF ALL OTHER REMEDIES THAT MAY EXIST AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, AN ACTION FOR DAMAGES), TO EITHER: (i) TERMINATE THIS AGREEMENT, IN WHICH EVENT THE DEPOSIT SHALL BE RETURNED TO BUYER, OR (ii) SEEK SPECIFIC PERFORMANCE TO COMPEL SELLER TO CONVEY THE PROPERTY TO BUYER.

16.3 Notice and Cure. Notwithstanding anything contained in this Agreement to the contrary, if a Party is in breach under this Agreement ("Defaulting Party") the other Party shall have no right to terminate this Agreement or pursue any other remedy for such default unless such default remains uncured by 5:00 p.m. California time on the date that is three (3) business days after the Defaulting Party's receipt of written notice of such breach or default from such other Party.

17. Miscellaneous Provisions.

17.1 No Waiver. The waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

17.2 Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other

whenever the context indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning, the captions being for convenience only and not intended to fully describe or define the provisions in the portions of the Agreement to which they pertain. Each Party hereto, and counsel for each Party hereto, has reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation or construction of this Agreement. This document shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail but the provision of this document that is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

17.3 Merger/Integration. The Parties intend this paragraph to be a conclusive recital of fact pursuant to Section 622 of the California Evidence Code. This Agreement and the Exhibits attached hereto supersede any prior agreement, oral or written, and contain the entire agreement between the Parties on the subject matter hereof. This Agreement (including the Exhibits attached hereto) is intended to be a final expression of the agreement of the Parties and is an integrated agreement within the meaning of Section 1856 of the California Code of Civil Procedure. No subsequent agreement, representation or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby. There are no contemporaneous separate written or oral agreements between the Parties in any way related to the subject matter of this Agreement.

17.4 Amendments. This Agreement shall not be amended or modified except in writing signed by all of the parties hereto.

17.5 Counterparts. This Agreement may be executed in any number of counterparts and by facsimile or electronic mail. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement. The parties may also deliver executed copies of this Agreement to each other by facsimile or electronic mail, which facsimile or electronic mail signatures shall be binding. Any facsimile or electronic mail delivery of signatures shall be followed by the delivery of executed originals.

17.6 Survival. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement, Close of Escrow, recording of the Grant Deed conveying the Property to Buyer, and all deliveries contemplated herein.

17.7 Computation of Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and State or National holidays, unless the period of time specifies "business days", in which case such period of time shall exclude Saturdays, Sundays and State and National holidays; provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State or National holiday, such act or notice may be timely performed or given on the next succeeding day that is not a Saturday, Sunday or State or National holiday. For purposes of this Agreement, the phrase

“State and National holiday” shall refer to any day in which the Escrow Holder, Title Company and/or the Office of the County Recorder for the County of Ventura is/are closed for business.

17.8 Exclusive Agreement. This Agreement is an exclusive arrangement between the Parties and, after execution, neither Seller nor its agents, affiliates, or employees shall negotiate or otherwise deal in the sale of the Property with anyone other than Buyer until this Agreement is terminated in accordance with its terms.

17.9 INDEPENDENT COUNSEL. EACH PARTY TO THIS AGREEMENT ADMITS, ACKNOWLEDGES AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH AND BE REPRESENTED BY INDEPENDENT COUNSEL OF SUCH PARTIES’ CHOICE IN CONNECTION WITH THE NEGOTIATION, EXECUTION AND AMENDMENT OF THIS AGREEMENT. EACH PARTY FURTHER ADMITS, ACKNOWLEDGES AND REPRESENTS THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT MADE BY ANY OF THE ATTORNEYS AND REPRESENTATIVES OF THE OTHER PARTY WITH REGARD TO THE SUBJECT MATTER, BASIS, OR EFFECT OF THIS AGREEMENT.

17.10 Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Seller and Buyer.

17.11 No Obligation to Third Parties. Except as expressly set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other.

17.12 Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree to submit the dispute to mediation prior to commencing litigation. The Parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. If the Parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, the Parties agree to submit a joint request to the Presiding Judge of the Superior Court of Ventura County, to appoint either a retired Ventura County judge or a Ventura County based mediation service to hear this dispute and to work with the Parties. The Parties agree that, upon initiating mediation, they will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. The position papers shall include a factual recitation of the dispute and each Party’s position on the facts and the law. Each Party shall also forward to the mediator their assessment of the likely outcome and its/their position on settlement. This assessment shall be considered confidential for use by the mediator and may only be released by the mediator to the other Party or anyone else with the express written consent of the Party submitting it. Each Party will bear its own expenses incurred (including attorneys’ fees) in connection with the mediation, and will equally share the mediator’s fees and expenses. If the Parties are unable to resolve their dispute by mediation as provided herein, after the unsuccessful conclusion of any such mediation, either Party may pursue the remedies available to it at law or equity.

17.13 Tax Deferred Exchange. The Parties agree to cooperate with each other in effecting a tax-deferred exchange or exchanges under Internal Revenue Code Section 1031 or

1033, as the case may be; provided, however, that (a) consummation of this Agreement is not predicated or conditioned on an exchange, (b) the Close of Escrow shall not be delayed due to any exchange, (c) any rights of the non-exchange Party pursuant to this Agreement shall not be impaired due to any exchange requested by the other Party, (d) the non-exchange Party shall incur no additional costs, expenses or liabilities as a result of or in connection with any exchange requested by the other Party except those incurred in connection with the non-exchange Party's review of customary exchange documentation, and (e) the non-exchange Party shall not be required to take title to any other property in connection with any exchange requested by the other Party. Subject to the foregoing, the Parties agree to execute customary escrow instructions, documents, agreements, or instruments to effect an exchange. Each Party agrees to indemnify, defend and hold the other Party free and harmless from and against any liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees, costs and expenses) that may arise from the indemnifying Party's exchange.

17.14 Broker. Buyer and Seller each represent and warrant that no broker, salesman or finder has been engaged by it in connection with any of the transactions contemplated by this Agreement or, to its knowledge, is in any way connected with any of such transactions. In the event of any other claim for broker's, consultant's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claim if it shall be based upon any statement, representation or agreement made by Buyer; and Seller shall indemnify, save harmless and defend Buyer from and against such claim if it shall be based upon any statement, representation or agreement made by Seller.

17.15 Attorneys' Fees. In the event of any dispute between the parties hereto arising out of the subject matter of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action will be entitled to recover from the other party its actual attorneys' fees, statutory costs, court costs and other expenses in connection with such action or proceeding (including expert witness fees).

17.16 Notices. Any notice, request, demand, instruction or other document (each of which is herein called a "Notice") to be given hereunder to any Party shall be in writing and shall be delivered to the person at the appropriate address set forth below by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic mail, or by certified mail, postage prepaid, return receipt requested, as follows:

If to Seller, to:           Borchard Teal Club Owners  
                                  c/o of Dennis Hardgrave  
                                  Development Planning Services  
                                  211 Village Commons Blvd., #15  
                                  Camarillo, CA 93012

Attention: Dennis Hardgrave  
Telephone: (805) 484-8308  
Facsimile: (805) 484-8993  
E-Mail: dennis@devplan.net

With a copy to: Ferguson Case Orr Paterson LLP  
1050 S. Kimball Road  
Ventura, CA 93004  
Attention: Mark Barney, Esq.  
Telephone: (805) 659-6800  
Facsimile: (805) 659-6818  
E-Mail: mbarney@fcoplaw.com  
*(Which copy shall not constitute Notice)*

If to Buyer, to: Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attention: Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services  
Telephone: (805) 385-1501  
Email: lcline@oxnardsd.org

With a copy to: Garcia, Hernandez & Sawhney, LLP  
Attention: Nitasha Sawhney, Esq.  
1330 Broadway, Suite 1701  
Oakland, California 94612

If to Escrow  
Holder: Lawyers Title Insurance Corporation  
2810 Harbor Blvd., #203  
Oxnard, CA 93035

A copy of any Notice given by Buyer or Seller to the other prior to the Close of Escrow shall also be given to Escrow Holder as above provided. Notices so submitted shall be deemed to have been given (i) on the date personally served, if by personal service, (ii) on the date of confirmed dispatch, if by electronic communication or facsimile, or (iii) forty-eight (48) hours after the deposit of same in any United States Post Office mailbox in the state to which the Notice is addressed, or seventy-two (72) hours after deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written Notice of change is received, the last address and addressee stated by written Notice, or provided herein if no such written Notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Buyer and Seller hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by Buyer's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.

[Signature Pages Follow...]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement For Purchase and Sale of Real Property and Joint Escrow Instructions as of the Effective Date of this Agreement.

**BUYER:**

OXNARD SCHOOL DISTRICT, a California  
Public School District

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

ROBERT E. BORCHARD MARITAL  
DEDUCTION TRUST

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

Margaret D. Borchard, Co-Trustee

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

F. Robert Borchard, Co-Trustee

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

Joseph E. Borchard, Co-Trustee

\_\_\_\_\_  
Joan Frances Henson, Trustee of the  
Ralph W. Borchard Survivor's Trust, terms  
of the Ralph W. Borchard Family Trust

\_\_\_\_\_  
Joan Frances Henson, Trustee of the  
Ralph W. Borchard Decedent's Trust, terms  
of the Ralph W. Borchard Family Trust

\_\_\_\_\_  
Joan Frances Henson, Trustee of the  
Ralph W. Borchard Survivor's Trust, terms  
of Grantor Trust

\_\_\_\_\_  
Joan Frances Henson, Trustee of the  
Ralph W. Borchard Decedent's Trust, terms  
of Grantor Trust

\_\_\_\_\_  
Paul Borchard, a married man as his sole  
and separate property

T & J HENSON FAMILY TRUST

By: \_\_\_\_\_  
Arthur Thomas Henson III, Co-Trustee

By: \_\_\_\_\_  
Frances Joan Henson, Co-Trustee

\_\_\_\_\_  
Margaret Mary Anderson,  
A married woman as her sole and separate  
Property

J & P DOUGLAS FAMILY TRUST

By: \_\_\_\_\_  
Jeffrey C. Douglas, Trustee

By: \_\_\_\_\_  
Mary Patricia Douglas, Trustee



\_\_\_\_\_  
Joseph E. Borchard, Trustee of the  
Joseph E. Borchard Residuary Trust

\_\_\_\_\_  
F. Robert Borchard, Trustee of the Borchard  
Residuary Trust

DEMPSEY 1992 TRUST

By: \_\_\_\_\_  
Kevin P. Dempsey, Trustee

By: \_\_\_\_\_  
Elizabeth A. Dempsey, Trustee

DEVERICKS 1994 REVOCABLE FAMILY  
TRUST

By: \_\_\_\_\_  
Richard Devericks, Trustee

By: \_\_\_\_\_  
Ellen Devericks, Trustee

EDWARD AND JEANNE MYERS 1999 FAMILY  
TRUST

By: \_\_\_\_\_  
Edward D. Myers, Co-Trustee

By: \_\_\_\_\_  
Jeanne M. Myers, Co-Trustee

1999 MEYERS FAMILY TRUST

By: \_\_\_\_\_  
Edward Myers, Trustee

By: \_\_\_\_\_  
Jeanne M. Myers, Trustee

WINDWEN LANDS LLC,  
A CALIFORNIA LIMITED LIABILITY  
COMPANY

By: \_\_\_\_\_  
Bobby Lee Bierig, Manager

By: \_\_\_\_\_  
Darlene Bierig, Manager

Schedule A  
List of Selling Parties

**Robert E. Borchard Marital Deduction Trust**

Margaret D. Borchard, Co-Trustee  
F. Robert Borchard, Co-Trustee  
Joseph E. Borchard, Co-Trustee

**Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of the Ralph W. Borchard Family Trust**

**Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of the Ralph W. Borchard Family Trust**

**Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of Grantor Trust**

**Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of Grantor Trust**

**Paul Borchard, A married man as his sole and separate property**

**T&J Henson Family Trust**

Arthur Thomas Henson III, Co-Trustee  
Frances Joan Henson, Co-Trustee

**Margaret Mary Anderson, A married woman as her sole and separate Property**

**J&P Douglas Family Trust**

Jeffrey C. Douglas, Trustee  
Mary Patricia Douglas, Trustee

**Joseph E. Borchard, Trustee of the Joseph E. Borchard Residuary Trust**

**F. Robert Borchard, Trustee of the Borchard Residuary Trust**

**Dempsey 1992 Trust**

Kevin P. Dempsey, Trustee  
Elizabeth A. Dempsey, Trustee

**Devericks 1994 Revocable Family Trust**

Richard Devericks, Trustee  
Ellen Devericks, Trustee

Schedule A (continued)

**Edward and Jeanne Myers 1999 Family Trust**

Edward D. Myers, Co-Trustee

Jeanne M. Myers, Co-Trustee

**1999 Meyers Family Trust**

Edward Myers, Trustee

Jeanne M. Myers, Trustee

**Windwen Lands LLC, A California Limited Liability Company**

Bobby Lee Bierig, Manager

Darlene Bierig, Manager

SELLER'S ADDENDUM

[Seller's Initials for Liquidated Damages]

**Robert E. Borchard Marital Deduction Trust**

Margaret D. Borchard, Co-Trustee \_\_\_\_\_

F. Robert Borchard, Co-Trustee \_\_\_\_\_

Joseph E. Borchard, Co-Trustee \_\_\_\_\_

**Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of the Ralph W. Borchard Family Trust** \_\_\_\_\_

**Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of the Ralph W. Borchard Family Trust** \_\_\_\_\_

**Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of Grantor Trust** \_\_\_\_\_

**Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of Grantor Trust** \_\_\_\_\_

**Paul Borchard, A married man as his sole and separate property** \_\_\_\_\_

**T&J Henson Family Trust**

Arthur Thomas Henson III, Co-Trustee \_\_\_\_\_

Frances Joan Henson, Co-Trustee \_\_\_\_\_

**Margaret Mary Anderson, A married woman as her sole and separate Property** \_\_\_\_\_

**J&P Douglas Family Trust**

Jeffrey C. Douglas, Trustee \_\_\_\_\_

Mary Patricia Douglas, Trustee \_\_\_\_\_

**Joseph E. Borchard, Trustee of the Joseph E. Borchard Residuary Trust** \_\_\_\_\_

**F. Robert Borchard, Trustee of the Borchard Residuary Trust** \_\_\_\_\_

**Dempsey 1992 Trust**

Kevin P. Dempsey, Trustee \_\_\_\_\_

Elizabeth A. Dempsey, Trustee \_\_\_\_\_

SELLER'S ADDENDUM (continued)

**Devericks 1994 Revocable Family Trust**

Richard Devericks, Trustee \_\_\_\_\_

Ellen Devericks, Trustee \_\_\_\_\_

**Edward and Jeanne Myers 1999 Family Trust**

Edward D. Myers, Co-Trustee \_\_\_\_\_

Jeanne M. Myers, Co-Trustee \_\_\_\_\_

**1999 Meyers Family Trust**

Edward Myers, Trustee \_\_\_\_\_

Jeanne M. Myers, Trustee \_\_\_\_\_

**Windwen Lands LLC, A California Limited Liability Company**

Bobby Lee Bierig, Manager \_\_\_\_\_

Darlene Bierig, Manager \_\_\_\_\_

**ACCEPTANCE OF JOINT ESCROW INSTRUCTIONS**

The undersigned, as Escrow Holder in connection with the sale of the Property, hereby acknowledges its receipt of this Agreement and the terms and conditions of the joint escrow instructions set forth in the Agreement, and agrees to perform its obligations in connection therewith.

Dated: \_\_\_\_\_, 2017

**LAWYERS TITLE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"

Metes and Bounds Legal Description of Land



A portion of Lot 158, in the City of Oxnard, County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

Said portion of land is described as follows:

Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; thence,

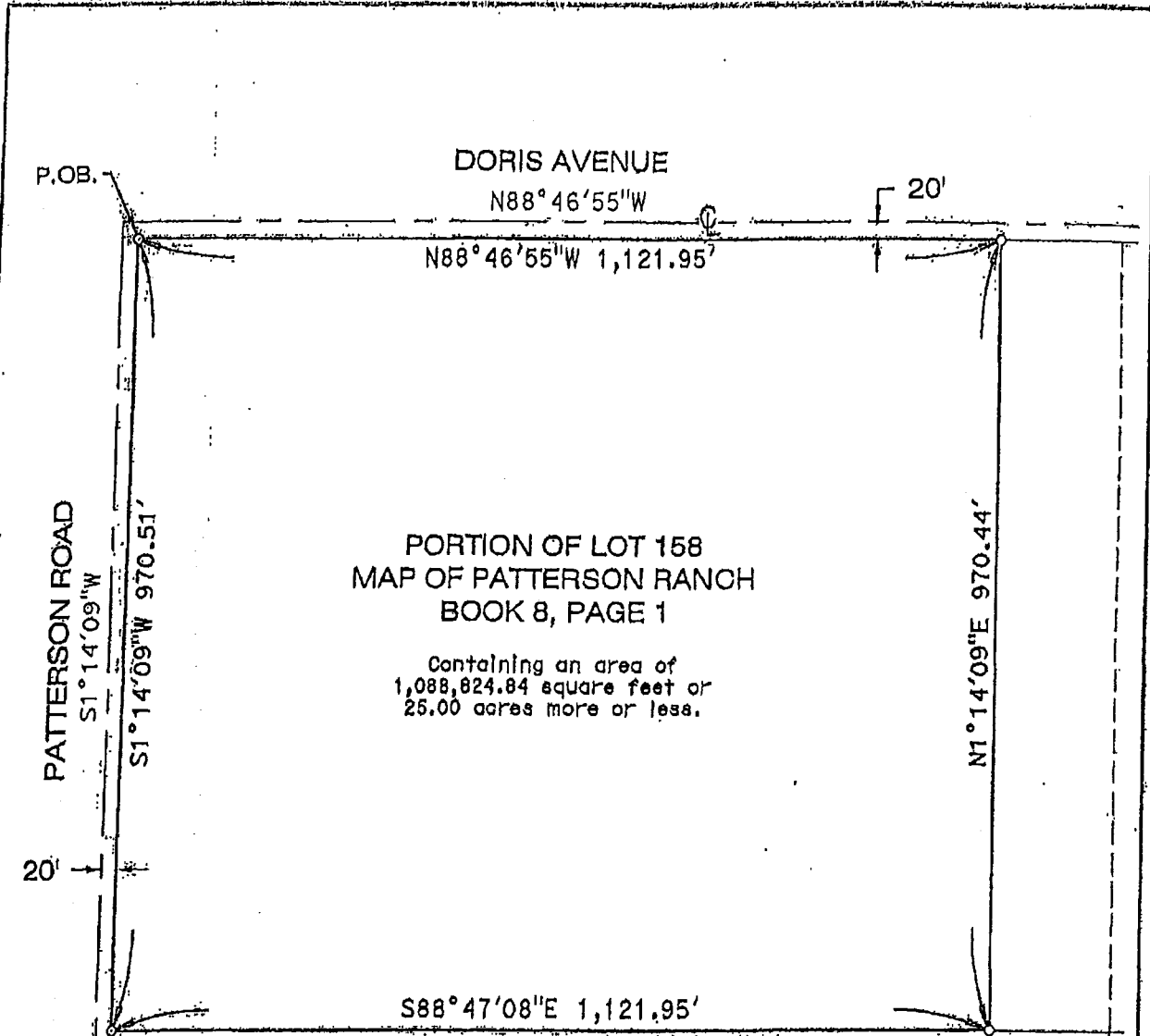
- 1st along the westerly line of said Lot 158, S 01° 14' 09" W, 970.51 feet to the southwesterly corner of said Lot 158; thence,
- 2nd along the southerly line of said Lot 158, S 88° 47' 08" E, 1121.95 feet; thence,
- 3rd N 01° 14' 09" E, 970.44 feet to a point on the northerly line of said Lot 158; thence,
- 4th along said northerly line, N 88° 46' 55" W, 1121.95 feet to the point of beginning.

Containing an area of 1,088,824.84 square feet or 25.00 acres more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Frederick Joseph Tice Date: 1/8/2016  
Frederick Joseph Tice, PLS

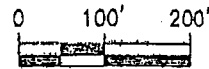




**LEGEND**

P.O.B. Point of Beginning

LOT 135



SCALE: 1"=200'



**MINS**  
ENGINEERS INC.  
4500 E. Thousand Oaks Blvd, Ste 101  
Westlake Village, CA 91362  
805.848.4840 Phone

ENGINEERING  
PLANNING  
SURVEYING  
CONSTRUCTION MANAGEMENT

APN 183-0-070-090  
CITY OF OXNARD  
COUNTY OF VENTURA

## EXHIBIT "B"

### Form of Water Service Agreement

This Water Service Agreement (the "Agreement") is entered into on January 22, 2018 (the "Agreement Date") between the parties identified as "Owner" on the signature page of this Agreement (all of whom are collectively referred to herein as "Owner") and the OXNARD SCHOOL DISTRICT, a California public school district, and/or its successors (the "District"). Owner and the District are individually referred to in this Agreement as a "Party" and together as the "Parties".

### RECITALS

A. Owner owns approximately 117 acres of unimproved land in Ventura County, California, identified as Assessor Parcel Numbers 183-0-070-060, 070, 090, and 140 (collectively the "Borchard Property").

B. As of the Agreement Date, the District is acquiring from Owner approximately 25 acres of the Borchard Property for a projected school site (the "District Parcel").

C. That portion of the Borchard Property that is being retained by Owner includes a groundwater well (the "Owner Well").

D. Subject to the terms and conditions of this Agreement, Owner is willing to continue providing water service from the Owner Well to the District Parcel.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement:
  - (a) "District Parcel" means the approximately 25 acres being acquired by the District from Owner as of the Effective Date as more particularly described by metes and bounds on Exhibit "A" attached hereto.
  - (b) "District's Percentage Share" means 21% calculated on an annualized basis which is determined by dividing the District Parcel acreage by the total acreage of the Borchard Property (25/117).
  - (c) "Owner's Percentage Share" means 79% calculated on an annualized basis determined as provided in subpart (a), above (92/117).
2. Term. This Agreement is effective as of the Agreement Date and shall continue until terminated as provided in Section 10, below (the "Term").
3. Water Delivery Infrastructure.

(a) Installation. Owner shall install the water delivery infrastructure necessary to provide water to the District Parcel pursuant to this Agreement, including without limitation the meter described in Section 5 below.

(b) Maintenance. Owner shall be responsible for operating the Owner Well and performing all maintenance and repair of the Owner Well and the water delivery infrastructure located on the Borchard Property retained by Owner. District shall be responsible for maintaining the water delivery infrastructure located on the District Parcel. The Parties shall pay for the cost of operation, maintenance and repair as provided in Section 5, below. Notwithstanding the foregoing, Owner is not responsible for any delay or failure to perform such maintenance or repair of the Owner Well resulting from any circumstance beyond the reasonable control of Owner, or its contractors or agents.

(c) Access to District Parcel. Upon reasonable notice, and with reasonable conditions, Owner shall have the right of access to the District Parcel to install the additional water delivery infrastructure, if any, necessary to provide water service to the District Parcel pursuant to this Agreement.

4. Water Service. During the Term, and subject to the terms and conditions of this Agreement, the Owner agrees to provide water service from the Owner Well to the District Parcel.

(a) Percentage Share. The District shall be entitled to utilize the District's Percentage Share of the water from the Owner Well pursuant to this Agreement.

(b) Applicable Law. The District acknowledges and agrees that all water service provided by Owner under this Agreement will at all times be subject to any restrictions and limitations of applicable laws, rules and regulations of all local, regional, state, and federal agencies having jurisdiction over the parties and/or the subject matter of this Agreement.

(c) Scheduling Water Use. During the term of this Agreement, an schedule for withdrawing water from the Owner Well shall be agreed upon on a weekly or monthly basis by the Designated Representatives of the Parties (as defined below). The Parties shall act in good faith to agree upon an schedule that does not adversely affect either Party with respect to its needs for its respective parcel.

(d) Designated Representative. Within ten (10) days of execution of this Agreement, and promptly upon any change to the person designated, each Party will notify the other Party in writing of the name and contact information of its "Designated Representative" who shall have authority to act on behalf of such Party with respect to the scheduling of water use as provided in subsection (c), above.

5. Costs. The District agrees to timely pay all of the following charges on the following terms and conditions in order to receive water from Owner:

(a) Infrastructure Costs. The District shall be solely responsible for 100% of the capital costs for any and all additional infrastructure or modifications to existing infrastructure, if any, necessary to deliver water to the District Parcel pursuant to this Agreement. Without limitation, the District shall be responsible for the cost of installing a meter ("District Meter") to determine the amount of water delivered to the District Parcel pursuant to this Agreement.

(b) Maintenance Costs. The District shall be solely responsible for all costs of maintaining, monitoring, and repairing the District Meter and for all costs of maintaining and repairing the infrastructure located on the District Parcel and all additional infrastructure, if any, installed pursuant to this Agreement in order to deliver water to the District Parcel pursuant to this Agreement. The District shall also be responsible for the District's Percentage Share of any and all costs of maintaining and repairing the Owner Well.

(c) Utility Costs. The District shall be responsible for, and shall promptly reimburse Owner if necessary, all utility costs incurred in connection with providing water from the Owner Well to the District Parcel, including any "on-peak" surcharges levied on Owner by Southern California Edison ("Edison") in connection with the District's request to pump the Owner Well from June 1st to October 1<sup>st</sup> and on weekdays during the peak hours (i.e., noon to 6:00 p.m.) in order to provide water to the District under this Agreement. Owner shall attach to each invoice a copy of each bill received by Edison, or its successor, with respect to the electricity used in the operation of the Owner Well.

(d) Pumping Assessments. To the extent that the District is not able to directly pay pumping assessments, fees, penalties, or surcharges in accordance with section 10 below, and to the extent that Owner incurs any pumping assessments, fees, penalties, or surcharges arising from the District's receipt of water from the Owner Well, the District shall be solely responsible for reimbursing to Owner any and all pumping-related assessments, fees, penalties, or surcharges imposed by the United Water Conservation District ("United Water"), the Fox Canyon Groundwater Management Agency ("FCGMA"), or any other entity as a result of the delivery of water to the District from the Owner Well.

## 6. Invoicing and Payment.

(a) Monthly Invoices. Owner shall provide the District with monthly invoices setting forth the District's incurred costs under this Agreement.

(b) Time for Payment. The District shall pay each invoice in full within ten (10) business days of Owner's delivery of the invoice to the District. The District agrees that Owner may deliver such billing to the District by any means provided in Section 13(d) of this Agreement.

(c) Late Charges. The District acknowledges that the late payment will cause Owner to incur certain costs not contemplated under this Agreement, the exact amount of which will be extremely difficult or impractical to ascertain. Accordingly, and without limiting Owner's right to exercise any

other remedies available under this Agreement or applicable law, if any payment under this Agreement is not received by Owner within twenty (20) business days after it becomes due, the District shall immediately pay to Owner, upon written notice and demand from Owner, a "Late Charge" equal to five percent (5%) of the amount then delinquent. The Parties agree that this Late Charge represents fair compensation to Owner for losses sustained by reason of the District's failure to make timely payment. This provision shall not be construed as a grace period or extension of time within which to pay any amount due or prevent Owner from exercising any other available right or remedy.

(d) Additional Remedies. In addition to all other remedies available to Owner, if Owner does not receive full payment from the District within twenty (20) business days after a bill is due, Owner may suspend delivery of water to the District until full payment is received, including all Late Charges. Owner will notify the District of such suspension at least ten (10) business days prior to the date such action will take effect. Additionally, Owner may require, as a condition of future delivery of any water, a cash deposit or payment bond, in a reasonable amount determined by Owner, to guarantee prompt payment in the future.

7. No Effect on Water Rights. This Agreement shall not be interpreted as construing the Parties' existing water rights or allocations (including from FCGMA), nor shall this Agreement be construed as granting to the District any permanent water right or allocation arising from or associated with the Owner Well or the Borchard Property.

8. Water Quality. Owner does not and shall not warrant the quality or pressure of any water provided from the Owner Well, and Owner specifically does not and shall not warrant that any water delivered under the terms of this Agreement is potable or of a quality suitable for human consumption.

9. Service Interruptions. The District acknowledges and agrees that water service may be suspended, interrupted, or terminated from time to time for maintenance, repairs, legal compliance or other reasons. The District further acknowledges and agrees that Owner shall not be liable to the District or any other person or entity for any loss, liability, damage, claim, or other consequences, including without limitation lost profits, lost income, or any other consequential damages, resulting from the suspension, interruption, or termination of water service unless caused by the actions of Owner. The District is solely responsible for adopting, implementing, and maintaining all necessary contingency plans and preventive measures to minimize or avoid any adverse consequences in anticipation of such events.

10. Regulatory Compliance.

(a) Reporting. To the maximum extent permitted by the FCGMA, the District shall register the District Meter with the FCGMA and open its own account (known as a "Comb Code") with the FCGMA. To the maximum extent permitted by United Water, the District shall register the District Meter with United Water and open its own account with the United Water. The District shall, to the maximum extent permitted by the FCGMA, report to the FCGMA any water delivered to the District Parcel from the Owner Well as being attributed to the District's

water allocation as established by the FCGMA. The District shall, to the maximum extent permitted by United Water, report to United Water any water delivered to the District Parcel from the Owner Well. Owner shall reasonably cooperate with the District with respect to such reporting.

(b) Pumping Assessments.

(1) To the maximum extent permitted by the FCGMA and United Water, the District shall pay any and all pumping-related assessments, fees, penalties, or surcharges imposed by United Water or the FCGMA resulting from the delivery of water to the District Parcel from the Owner Well.

(2) If the FCGMA or United Water, or any other governmental agency having jurisdiction over the Parties' water-pumping activities, determines that the District has violated applicable rules and regulations or has otherwise exceeded applicable pumping limitations, the District shall be solely liable and responsible for all costs, expenses, fees, penalties, fines or other charges imposed or assessed against Owner caused by such violation by the District.

11. Termination.

(a) By the District. The District may terminate this Agreement for any reason or no reason by giving Owner at least thirty (30) days' prior written notice.

(b) Upon Certain Events. This Agreement shall automatically terminate upon the occurrence of any of the following:

(1) Upon approval by the Ventura County Local Agency Formation Commission and the City of Oxnard of the District's request for water service to the District Parcel and once such water service becomes operational to the District Parcel.

(2) In the event that Owner is required, by applicable law or by order of any government agency having jurisdiction over Owner, to abandon, assign, or otherwise terminate operation of the Owner Well for any reason including pursuant to its development of all or part of the retained Borchard Property. Owner shall endeavor to give the District as much advance notice as reasonably possible.

(3) In the event that the Owner Well fails for any reason and Owner elects, in its sole discretion, not to repair the Owner Well. If the Owner elects not to repair the Owner Well, the District may, in its sole discretion, at its sole cost and expense, repair the Owner Well. If the District elects to repair the Owner Well as provided herein, all work shall be performed in a good and workmanlike manner, by properly licensed and insured contractors reasonably acceptable to Owner, and in full compliance with all required permits, approvals, and applicable laws.

(c) Effect of Termination. The District acknowledges and agrees that if this Agreement terminates for any reason the District and the District Parcel shall have no further right to receive water from Owner or the Owner Well, and the District shall be solely responsible for arranging and paying for any alternative means of water delivery to the District Parcel that the District needs or desires. Furthermore, upon termination of this Agreement for any reason, the Parties shall cooperate with each other to (i) promptly prepare and execute a document or instrument that memorializes the termination of this Agreement, and (ii) if desired by Owner, disconnect the water delivery infrastructure servicing the District Parcel. Furthermore, upon termination of this Agreement for any reason, all other rights and obligations of the Parties pursuant to this Agreement shall cease, except that:

(1) The District shall promptly pay when due all billed and unbilled amounts incurred prior to termination of this Agreement; and

(2) The rights and obligations of the Parties under Sections 10, 12(a), 12(c), 12(g), and 12(k) of this Agreement shall survive termination of this Agreement.

12. Miscellaneous.

(a) Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree to submit the dispute to mediation prior to commencing litigation. The Parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. If the Parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, the Parties agree to submit a joint request to the Presiding Judge of the Superior Court of Ventura County, to appoint either a retired Ventura County judge or a Ventura County based mediation service to hear this dispute and to work with the Parties. The Parties agree that, upon initiating mediation, they will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. The position papers shall include a factual recitation of the dispute and each Party's position on the facts and the law. Each Party shall also forward to the mediator their assessment of the likely outcome and its/their position on settlement. This assessment shall be considered confidential for use by the mediator and may only be released by the mediator to the other Party or anyone else with the express written consent of the Party submitting it. Each Party will bear its own expenses incurred (including attorneys' fees) in connection with the mediation, and will equally share the mediator's fees and expenses. If the Parties are unable to resolve their dispute by mediation as provided herein, either Party may pursue the remedies available to it at law or equity.

(b) No Waiver. Failure by either Party to enforce any term of this Agreement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision of this Agreement shall in no way constitute a waiver of the right to enforce such term of this Agreement or seek redress for the breach thereof. The waiver by either Party hereto of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.



(c) Attorneys' Fees. In the event of any dispute between the Parties arising out of this Agreement, the prevailing party in such action will be entitled to recover from the other party its actual attorneys' fees, statutory costs, court costs and other expenses in connection with such action or proceeding (including expert witness fees).

(d) Notices. All notices relating to this Agreement shall be in writing, addressed to the Parties at their respective addresses provided herein, and may be delivered (a) in person, (b) by electronic mail delivered to the email address provided by such party in writing upon execution of this Agreement, (c) by overnight mail or courier service, or (d) by United States registered or certified mail, return receipt requested, postage prepaid. Each party, and their respective successors in interest, shall be responsible for notifying the other Party in writing as provided herein if there is any change to such Party's contact information. The addresses of the parties for notices are as follows:

The District:                   Oxnard School District  
  1051 South A Street  
  Oxnard, California 93030  
  Attention: Lisa Cline, Assistant Superintendent,  
  Business and Fiscal Services  
  Telephone: (805) 385-1501  
  Email: lcline@oxnardsd.org

Owner:                            Borchard Teal Club Owners  
  c/o Dennis Hardgrave  
  Development Planning Services  
  211 Village Commons Blvd., #15  
  Camarillo, CA 93012  
  
  Attention: Dennis Hardgrave  
  Telephone: (805) 484-8308  
  Facsimile: (805) 484-8993  
  E-Mail: dennis@devplan.net

(e) Independent Counsel. Owner and the District each acknowledge that they have been represented by independent legal counsel in connection with this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against either Party.

(f) Captions. None of the captions of the paragraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs.

(g) No Obligation to Third Parties. Except as expressly set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other. However, notwithstanding this subsection, the District may assign this Agreement as part of any transfer, sale and/or assignment of the District Property.

(h) Exclusive Agreement. This Agreement is an exclusive arrangement between the Parties and, after execution, neither Seller nor its agents, affiliates, or employees shall negotiate or otherwise deal in the sale of the Property with anyone other than Buyer until this Agreement is terminated in accordance with its terms.

(i) Amendments. This Agreement may only be modified or amended in writing signed by each Party.

(j) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement. The parties may also deliver executed copies of this Agreement to each other by electronic mail, which electronic mail signatures shall be binding. Any electronic mail delivery of signatures shall be followed by the delivery of executed originals.

(k) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. To the fullest extent permitted under applicable law, venue for any action arising from this Agreement shall be Ventura County, California.

(l) Assignment. The District shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed.

(m) Binding Effect. Subject to the restrictions on assignment specified in subparagraph (m), above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party.

(n) Recitals. All Recitals set forth above are intended to be and are hereby specifically made a part of this Agreement.

(o) Authorization. Each Party represents and warrants to the other that the person or persons executing this Agreement on its behalf are authorized to do so and the execution and performance of this Agreement (1) is within its powers, (2) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (3) binds said Party and its respective officers, directors, agents, employees, successors, assigns, and any others who may claim through it under this Agreement.

**[EXHIBIT – NOT FOR SIGNATURE]**

EXHIBIT "C"

Form of Promissory Note

**PROMISSORY NOTE**

\$1,400,000.00

Oxnard, California

\_\_\_\_\_, 2018

FOR VALUE RECEIVED, **OXNARD SCHOOL DISTRICT**, a California public school district ("Borrower") promises to pay to the parties listed on Schedule A attached hereto (collectively the "Lender") the aggregate principal sum of One Million Four Hundred Thousand Dollars (\$1,400,000.00), payable in the manner and upon the terms and conditions set forth in this Promissory Note (the "Note").

1. Underlying Agreement. This Note is delivered pursuant to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated the same date as this Note between Borrower and Lender (the "Purchase Agreement"). This Note and the Purchase Agreement are hereafter collectively referred to as the "Loan Documents".

2. No Interest. This Note shall be interest free except as provided herein. If Borrower fails to pay this Note when due, interest shall accrue on the unpaid principal balance at the rate of ten percent (10%) per annum from the date of default until the Note is paid in full. Nothing contained herein shall limit Lender from exercising any other remedies available to Lender as a result of such default.

3. Payment. Borrower shall pay this Note in full on the *earlier of* (a) Borrower's receipt the State Reimbursement from the State School Facilities Program for the acquisition of the Property (as described in Section 2.3 of the Purchase Agreement), or (b) on the two year anniversary of the Close of Escrow (as defined in the Purchase Agreement). Borrower acknowledges and agrees that if Borrower receives the State Reimbursement in installments, Borrower shall deliver each installment to Lender (up to the aggregate maximum amount of the principal balance of this Note) within ten (10) days of receipt, and the principal balance of this Note shall be reduced accordingly. All payments under this Note shall be delivered by wire transfer in immediately available funds to an account designated by Lender (or its designated representative) by written notice to Borrower delivered to Borrower on or before Close of Escrow.

4. Prepayment. Borrower may prepay this Note at any time without premium or penalty.

5. Acceleration. On demand of Lender, the entire unpaid balance of this Note shall be immediately due and payable and collectible, without regard to the maturity stated herein, upon the occurrence of any of the following events:

(a) Borrower defaults in the payment, performance, or observance of any material covenant or agreement contained in the Loan Documents, or any of them and such default remains uncured after (30) days following written notice to Borrower; or

(b) Borrower is adjudicated as bankrupt or insolvent, institutes a voluntary proceeding under any bankruptcy or insolvency laws relating to the relief of debtors, or makes an assignment for the benefit of creditors.

6. Time of the Essence: Time is of the essence in the performance of each and every obligation of Borrower under this Note.

7. General Provisions:

(a) Borrower shall pay Lender, on demand, all costs and expenses of collection, including reasonable attorneys' fees, incurred by Lender in any action to enforce payment of this Note.

(b) Borrower waives demand and presentment for payment, notice of acceleration, diligence in collection, and any right of set-off against payment of this Note.

(c) No delay or omission on the part of Lender in exercising any right under the Loan Documents shall operate as a waiver of that right or of any other right. A waiver by Lender on one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion.

(d) If any provision of this Note is determined to be illegal or unenforceable, all other provisions shall nevertheless remain in full force and effect.

(e) This Note cannot be changed, modified, amended or terminated except in a writing signed by both Lender and Borrower.

(f) The terms of this Note shall apply to, inure to the benefit of, and bind Borrower and Lender and their respective heirs, devisees, executors, personal representatives, successors and permitted assigns. Lender may assign this Note without the consent of Borrower, provided however, that no such assignment shall be effective unless and until Borrower receives written notice of assignment at least thirty (30) days before the proposed effective date of said assignment. Borrower shall not assign any of Borrower's rights or obligations under this Note without the prior written consent of Lender. As used in this Note, "Borrower" includes the undersigned Borrower and any other person or entity that may subsequently become obligated under this Note. "Lender" includes the undersigned Lender and any other person or entity to which this Note, or any interest in this Note, is conveyed or assigned.

(g) This Note is governed by the laws of the State of California. Any litigation or legal proceeding arising from this Note shall be instituted in the appropriate forum in Ventura County, California, which shall be the sole venue for all such actions and disputes.

(h) The Schedule attached to this Note is intended to be and hereby is specifically made a part of this Note.

(i) This Note and each payment of principal and interest hereunder shall be paid when due without deduction or off-set of any kind or nature for any costs whatsoever.

(j) Borrower represents and warrants to Lender that the person or persons executing this Agreement on behalf of Borrower are authorized to do so and the execution and performance of this Note (1) is within its powers, (2) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (3) binds Borrower to all obligations set forth herein.

IN WITNESS WHEREOF, this Promissory Note has been executed and delivered as of the date first set forth above.

**[EXHIBIT – NOT FOR SIGNATURE]**

Schedule A To Promissory Note

List of Lenders

ROBERT E. BORCHARD MARITAL DEDUCTION TRUST

RALPH W. BORCHARD SURVIVOR'S TRUST, TERMS  
OF THE RALPH W. BORCHARD FAMILY TRUST

RALPH W. BORCHARD DECEDENT'S TRUST, TERMS  
OF THE RALPH W. BORCHARD FAMILY TRUST

RALPH W. BORCHARD SURVIVOR'S TRUST, TERMS  
OF GRANTOR TRUST

RALPH W. BORCHARD DECEDENT'S TRUST, TERMS  
OF GRANTOR TRUST

PAUL BORCHARD, A MARRIED MAN AS HIS SOLE AND  
SEPARATE PROPERTY

T & J HENSON FAMILY TRUST

MARGARET MARY ANDERSON,  
A MARRIED WOMAN AS HER SOLE AND SEPARATE  
PROPERTY

J & P DOUGLAS FAMILY TRUST

JOSEPH E. BORCHARD RESIDUARY TRUST

BORCHARD RESIDUARY TRUST

DEMPSEY 1992 TRUST

DEVERICKS 1994 REVOCABLE FAMILY TRUST

EDWARD AND JEANNE MYERS 1999 FAMILY TRUST

1999 MEYERS FAMILY TRUST

WINDWEN LANDS LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

EXHIBIT "D"

Form 8283

(See Attached)

### Noncash Charitable Contributions

▶ Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Information about Form 8283 and its separate instructions is at [www.irs.gov/form8283](http://www.irs.gov/form8283).

OMB No. 1545-0908

Attachment Sequence No. **155**

Name(s) shown on your income tax return

Identifying number

**Note.** Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

**Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities**—List in this section only items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities even if the deduction is more than \$5,000 (see instructions).

**Part I Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

**Note.** If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

**Part II Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

- 2a** Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ \_\_\_\_\_  
 If Part II applies to more than one property, attach a separate statement.
- b** Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ \_\_\_\_\_  
 (2) For any prior tax years ▶ \_\_\_\_\_
- c** Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):  
 Name of charitable organization (donee) \_\_\_\_\_  
 Address (number, street, and room or suite no.) \_\_\_\_\_  
 City or town, state, and ZIP code \_\_\_\_\_
- d** For tangible property, enter the place where the property is located or kept ▶ \_\_\_\_\_
- e** Name of any person, other than the donee organization, having actual possession of the property ▶ \_\_\_\_\_

- 3a** Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property? . . . . .
- b** Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire? . . . . .
- c** Is there a restriction limiting the donated property for a particular use? . . . . .

	Yes	No
3a		
3b		
3c		



Name(s) shown on your income tax return

Identifying number

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities) - Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part I Information on Donated Property - To be completed by the taxpayer and/or the appraiser.

- 4 Check the box that describes the type of property donated:
a Art\* (contribution of \$20,000 or more)
b Qualified Conservation Contribution
c Equipment
d Art\* (contribution of less than \$20,000)
e Other Real Estate
f Securities
g Collectibles\*\*
h Intellectual Property
i Vehicles
j Other

\*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

\*\*Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

Table with 3 columns: (a) Description of donated property, (b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift, (c) Appraised fair market value. Row A: Real property, 25 acres of developable land w/ interim agricultural use, 16,200,000.00

Table with 7 columns: (d) Date acquired by donor, (e) How acquired by donor, (f) Donor's cost or adjusted basis, (g) For bargain sales, enter amount received, (h) Amount claimed as a deduction, (i) Date of contribution. Includes 'See instructions' header.

Part II Taxpayer (Donor) Statement - List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions.

Signature of taxpayer (donor) Date

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign Here Signature Title Date

Business address (including room or suite no.) Identifying number
1056 E. Meta Street, Suite 204
City or town, state, and ZIP code
Ventura, CA 93001

Part IV Donee Acknowledgment - To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? Yes No

Name of charitable organization (donee) Employer identification number
Oxnard School District
Address (number, street, and room or suite no.) City or town, state, and ZIP code
1051 South A Street Oxnard, CA 93030
Authorized signature Title Date

EXHIBIT "E"

Form of Grant Deed

**RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL  
THIS DEED TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MAIL TAX STATEMENTS TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

**APN:**

THE UNDERSIGNED GRANTORS DECLARE:

DOCUMENTARY TRANSFER TAX IS \$ \_\_\_\_\_

Computed on full value of property conveyed, or

Computed on full value less value of liens or encumbrances remaining at time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

the undersigned "GRANTORS" hereby GRANT to OXNARD SCHOOL DISTRICT, a California public school district,

that certain real property in the City of Oxnard, County of Ventura, State of California, described on Exhibit A attached hereto and by this reference incorporated herein.

[EXHIBIT - NOT FOR SIGNATURE]

EXHIBIT "F"

Form of Bill of Sale

**THIS BILL OF SALE AND ASSIGNMENT** ("Bill of Sale") is made as of the Effective Date (defined below) between the undersigned persons, trusts, and entities identified as "Seller" on the signature page to this Bill of Sale ("Seller"), and OXNARD SCHOOL DISTRICT, a California public school district ("Buyer") with reference to the following facts:

**RECITALS**

A. Seller and Buyer are parties to that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated as of January 22, 2018 (the "Purchase Agreement"), pursuant to which Buyer is acquiring from Seller certain Real Property and related Personal Property (as defined in Assignor an approximately 25 acre portion of the Borchard Property as more particularly described in the Purchase Agreement (referred to herein as the "Sale Property").

B. This Bill of Sale is being delivered by Seller to Buyer in accordance with the Close of Escrow under the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Sale and Assignment. Subject to all of the terms and conditions of the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer good and marketable title to all of Seller's right, title and interest in and to all of the Personal Property, if any, and Intangible Property, if any, to have and to hold such assets to and for its use forever.

2. AS-IS. Except as expressly set forth in the Purchase Agreement, the sale and assignment of the Personal Property and Intangible Property is on an "AS IS," "**WITH ALL FAULTS**" basis and without any warranty or representation, express or implied, of any nature or sort, including, without limitation, any warranty of merchantability, fitness of use for a particular purpose, or otherwise.

2. Interpretation. This Bill of Sale is delivered pursuant to, and shall be construed consistently with, the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control. Capitalized terms used but not defined in this instrument shall have the meanings given them in the Purchase Agreement.

3. Effective Date. This Bill of Sale shall only be effective upon Close of Escrow under the Purchase Agreement (the "Effective Date"). If Close of Escrow shall fail to occur for any reason, this Bill of Sale shall be null and void and without any force or effect whatsoever.

**[EXHIBIT – NOT FOR SIGNATURE]**

## MITIGATION AGREEMENT

THIS MITIGATION AGREEMENT (the "Agreement") is entered into this 1<sup>st</sup> day of March, 2018 (the "Effective Date"), by and between the Oxnard School District, a California public school district (hereinafter referred to as "OSD") and the parties identified as "Developer" on the signature page hereto (all of whom are collectively referred to herein as "Developer").

### RECITALS:

A. **WHEREAS**, Developer owns certain real property in Ventura County, California, identified as Assessor Parcel Numbers 183-0-070-060, 070, 090, and 140 (collectively the "Borchard Property") which consists of approximately 116.74 acres of the approximately 174.6 acres of land making up the Teal Club Specific Plan property that is included in the City of Oxnard's 2030 General Plan adopted in 2011. The Borchard Property is within the boundaries of OSD. Developer has obtained, and/or is in the process of attempting to obtain, approvals from the City of Oxnard, California (the "City") for the construction of certain improvements on the Borchard Property;

B. **WHEREAS**, OSD is responsible for providing educational services for students in kindergarten through the eighth grade who reside within the boundaries of OSD;

C. **WHEREAS**, concurrently with entering into this Agreement, OSD and Developer have entered into an Agreement For Purchase And Sale of Real Property And Joint Escrow Instructions pursuant to which OSD is purchasing from Developer a 25-acre portion of the Borchard Property (the "District Property");

D. **WHEREAS**, OSD is currently in need of additional school facilities and proposes to construct new schools to be located on the District Property;

E. **WHEREAS**, OSD and Developer acknowledge and agree that development of the Borchard Property will require the provision of school facilities necessary, in part, to mitigate the effects on OSD of the student population to be generated as a result of the development of the Borchard Property;

F. **WHEREAS**, OSD has determined that funding from the State of California for the school facilities necessary, in part, to mitigate the effects on OSD of the student population to be generated as a result of the development of the Borchard Property is inadequate to meet the needs of OSD for such purposes;

G. **WHEREAS**, OSD and Developer agree that compliance by Developer with the provisions of this Agreement will mitigate the anticipated effects of the student population to be generated by the development of the Borchard Property;

H. **WHEREAS**, the parties have examined the demographic trends from future development in general, as well as the development of the Borchard Property, and specifically the impact upon OSD's school facilities needs;

I. **WHEREAS**, the continued availability of state funding for school site acquisition, development, and school construction is uncertain;

J. **WHEREAS**, Developer and OSD understand that they are relying upon each other's obligations as set forth in this Agreement in making certain decisions regarding planning for their respective projects; and

K. **WHEREAS**, Developer and OSD recognize it is to their mutual benefit to enter into this Agreement which provides OSD with assistance in order that school facilities and related services be available to future residents of the development of the Borchard Property.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, OSD and Developer do hereby agree as follows:

### **ARTICLE I STATUTORY AUTHORITY AND DEFINITIONS**

Section 1.1 Recitals. The foregoing recitals are true and correct and are incorporated herein as additional terms of this Agreement by this reference.

Section 1.2 Authority for this Agreement. This Agreement is entered into consistent with and under the provisions of Chapter 4.7 (commencing with Section 65970) and Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code and Sections 17211 *et seq.* and 17620 *et seq.* of the Education Code and other provisions of law.

Section 1.3 Definitions. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole or not to any particular Article, Section or subdivision hereof.

## ARTICLE II MITIGATION MEASURES

Section 2.1     Development of the Borchard Property. One purpose of this Agreement is to provide a procedure by which Developer and OSD can mitigate the anticipated need for school facilities to house students generated, in part, by the development of the Borchard Property. Mitigation of school impacts caused by the development of the Borchard Property shall be deemed to occur upon the full implementation of this Agreement.

(a)           OSD acknowledges that the Borchard Property is Phase One of the Teal Club Specific Plan and is currently being processed for development as a proposed mixed use Specific Plan, EIR, and Pre-Zoning Change under the 2030 Oxnard General Plan (adopted 2011) (the “Borchard Development”). OSD shall not oppose the Borchard Development and shall otherwise reasonably cooperate with Seller with respect to the Borchard Development, consistent with its obligations under the Agreement For Purchase And Sale of Real Property And Joint Escrow Instructions and the Water Service Agreement.

(b)           If Developer is in default under this Agreement and does not cure the default within thirty (30) days after receipt of notice of the default from OSD (or within any longer period as is reasonable under the circumstances provided that Developer commences the cure within the thirty (30) day period and diligently pursues the cure to completion), then OSD shall have the right to advise the City that no further building permits are to be issued within the Borchard Development until the default is cured.

Section 2.2     Mitigation Measures. The Developer shall pay school impact fee(s) in the amount of Seven Dollars and Twenty-eight Cents (\$7.28) per square foot of new residential construction (the “School Impact Fee”) on the Borchard Property, subject to annual increase at a rate equal to the percentage increase of the adjustment for inflation set forth in the statewide cost index for class B construction. The increase shall be applied on the one-year anniversary of the Effective Date and on each one-year anniversary thereafter. For purposes of calculating the School Impact Fee, the square footage of new residential construction means all of the square footage within the perimeter of a residential structure, not including any carport, covered or uncovered walkway, garage, overhang, patio, enclosed patio, detached accessory structure, or similar area.

Section 2.3     No Additional Charges. The obligations of Developer required by this Agreement are in lieu of any fees OSD might otherwise impose under Government Code Section 65995 *et seq.*, Government Code Section 65970 *et seq.*, and Education Code Section 17620 *et seq.* (“Developer Fee Legislation”) or any other authorization OSD may have to collect fees or levy exactions.

Nothing in this section shall prevent OSD from seeking voter approval for additional funding District-wide for school operations or facilities. Developer shall not be relieved from paying additional amounts for school operations or facilities so approved by the voters.

Section 2.4     Support, Cooperation, and Waiver of Protest. The performance of the obligations set forth in this Agreement required by Developer shall be made by Developer without protest. Developer voluntarily enters into this Agreement and knowingly and willingly waives all rights of protest under Government Code Sections 66020, 66021, or 66022 to the extent relating to its obligations under this Agreement.

Developer agrees that the performance of its obligations set forth herein which are in excess of any amounts payable pursuant to the Developer Fee Legislation, are not fees, charges, dedications, or any other requirements within the meanings of the Developer Fee Legislation, but are completely voluntary payments made by Developer to assist OSD in providing school facilities and to enhance the school facilities and to enhance the marketability of the Project.

Section 2.5     Covenant Running with the Land. This Agreement is for the benefit of OSD and the Borchard Property and is intended to preserve the value of the Property and enhance its development. This Agreement shall be recorded and shall constitute a covenant running with the land. Pursuant to applicable law, both the liability for the performance and the right of enforcement pass with the transfer of the property.

Section 2.6     Severability. The provisions of this Article II shall survive the termination or expiration of this Agreement.

### **ARTICLE III CERTAIN COVENANTS, REPRESENTATIONS AND WARRANTIES**

Section 3.1     Covenants of Developer

(a) Developer shall record a use restriction on all property which it owns within a one thousand (1,000) foot radius of the District Property prohibiting the use of such property for the sale of alcohol, cigarettes, marijuana, drug paraphernalia, adult books or other adult shops; provided, however, that grocery stores, convenience stores, drug stores or general video shops are specifically excluded from the use limitation described in this Paragraph (a) as long as the items listed in this section are not advertised on the exterior of the stores;

(b) Developer, or its designated agent or consultant, shall assist OSD by attending and/or participating in all meetings, appearances and communications related to the placing of a school at the District Property as OSD may reasonably request.

(c) Developer and OSD agree that, where Developer's cooperation is required as set forth above, the cooperation shall be at no cost or liability to Developer, except as otherwise expressly set forth above. Notwithstanding the immediately preceding sentence, Developer shall make appropriate personnel of Developer, or a designated agent or consultant, available for attendance at meetings and conferences in Ventura County, California upon reasonable request by OSD. Cooperation for purposes of this Agreement shall mean the making of appropriate personnel of Developer, or a designated agent or consultant, available to attend meetings and conferences in Ventura County, California, the providing of advice and suggestions to OSD upon reasonable request by OSD, and the support of OSD in connection with the obtaining of approvals for a school on the District Property. However, except for the making of individuals from Developer available as contemplated above, Developer shall not be required to incur any cost or liability in connection with any cooperation, nor shall Developer be required to change its development plans.

(d) Except as otherwise provided herein, upon Developer's receipt of written notice from OSD confirming the issuance of the first building permit for the OSD Doris Avenue campus, Developer shall, at its cost, arrange for the installation of a vegetative screen on Developer's land immediately adjacent to the easterly boundary of the District Parcel. The vegetative screen shall consist of two staggered rows of trees and shrubs, located approximately 5 feet apart and planted approximately 10 feet on center, and characterized by evergreen foliage that extends from the base of the plant to the crown. All plantings shall be drought tolerant and at least 6 feet in height at the time of planting. Planting, irrigation, and maintenance of the vegetative screen shall be the responsibility of Developer. Except as otherwise provided herein, in addition to the vegetative screen, a 150' wide no-farming setback from the easterly property line shall be maintained by Developer in accordance with applicable law. The 150' wide setback area may be used for agricultural roads, parking of vehicles and machinery, and such other uses as are permitted under the applicable Agricultural/Urban Buffer Policy then in effect in the County of Ventura. Attached hereto as Exhibit A is a sketch depicting Seller's proposed location for the vegetative screen and the 150' wide no-farming setback. The exact location will be determined by Seller at the appropriate time in accordance with applicable law and conditions of approval. Notwithstanding the foregoing, if upon issuance of the first building permit for the OSD Doris Avenue campus, Developer has ceased all farming activity on the Borchard Property, Developer shall be relieved of its obligations hereunder.

(e) Developer covenants to support the development of the additional school facilities on the District Property contemplated by the District, whether in connection with informal discussions with other entities or public agencies or in formal hearings and/or meetings with other individuals or public agencies, including, without limitation, by attending and/or participating in hearings and meetings.



Section 3.2      Covenants of OSD

(a)      OSD covenants to support the development of the Project contemplated by Developer, whether in connection with informal discussions with other entities or public agencies or in formal hearings and/or meetings with other individuals or public agencies, including, without limitation, by attending and/or participating in hearings and meetings.

**ARTICLE IV**  
**MISCELLANEOUS**

Section 4.1      Successors. All of the covenants, stipulations, promises and agreements contained in this Agreement by or on behalf of, or for the benefit of, any of the parties hereto shall bind or inure to the benefit of the successors, heirs and assigns of the respective parties.

Section 4.2      Amendment. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors.

Section 4.3      Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein and no other agreement, statement or promise not contained in this Agreement shall be valid and binding.

Section 4.4      Attorney's Fees. In the event of any action or proceeding is instituted between Developer and OSD in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including without limitations, court costs, all costs of appeals and reasonable attorneys' fees.

Section 4.5      Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given notice or made only if in writing and delivered in person to an officer or duly authorized representative of the other party, deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, or delivered by Express Mail of the US Postal Service or Federal Express or any other courier guaranteeing overnight delivery, charges prepaid. All notices, requests, demands, consents, approvals and other communications shall be addressed to the party for whom intended, as follows:

If to Developer:

Borchard Teal Club Owners  
c/o Dennis Hardgrave  
Development Planning Services  
211 Village Commons Blvd., #15  
Camarillo, CA 93012  
Attention: Dennis Hardgrave  
Telephone: (805) 484-8308  
Facsimile: (805) 484-8993  
E-Mail: [dennis@devplan.net](mailto:dennis@devplan.net)

With a Copy to:

Ferguson Case Orr Paterson LLP  
1050 S. Kimball Road  
Ventura, CA 93004  
Attention: Mark T. Barney \_\_\_\_\_  
Telephone: (805) 659-6800  
Facsimile: (805) 659-6818  
E-Mail: [mbarney@fcoplaw.com](mailto:mbarney@fcoplaw.com)  
(Which copy shall not constitute Notice)

If to OSD:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attention: Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services

With a copy to:

Natasha Sawhney, Esq.  
Garcia, Hernandez & Sawhney  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501  
Telephone: (510) 695-2802  
Facsimile: (510) 380-7704  
Email: [nsawhney@ghslaw.com](mailto:nsawhney@ghslaw.com)  
(Which copy shall not constitute Notice)

Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received five (5) days after mailing as provided above. Any notice or other document sent by overnight service shall be deemed delivered one (1) business day after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. Any notice of other document sent by any other manner shall be effective only upon actual receipt thereof.

Section 4.6      Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

Section 4.7      Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, with venue in any action concerning this Agreement to be in Ventura County, California.

Section 4.8      Counterparts. This Agreement may be executed via facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Section 4.9      Construction. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

[Signature Pages follow]

IN WITNESS WHEREOF, the Parties have executed this Mitigation Agreement in Ventura County, California as of the Effective Date.

**DISTRICT:**

OXNARD SCHOOL DISTRICT, a California Public School District

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVELOPER:**

ROBERT E. BORCHARD MARITAL DEDUCTION TRUST

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

Margaret D. Borchard, Co-Trustee

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

F. Robert Borchard, Co-Trustee

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

Joseph E. Borchard, Co-Trustee

\_\_\_\_\_  
Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of the Ralph W. Borchard Family Trust

\_\_\_\_\_  
Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of the Ralph W. Borchard Family Trust

\_\_\_\_\_  
Joan Frances Henson, Trustee of the Ralph W. Borchard Survivor's Trust, terms of Grantor Trust

\_\_\_\_\_  
Joan Frances Henson, Trustee of the Ralph W. Borchard Decedent's Trust, terms of Grantor Trust

\_\_\_\_\_  
Paul Borchard, a married man as his sole and  
separate property

T & J HENSON FAMILY TRUST

By: \_\_\_\_\_  
Arthur Thomas Henson III, Co-Trustee

By: \_\_\_\_\_  
Frances Joan Henson, Co-Trustee

\_\_\_\_\_  
Margaret Mary Anderson,  
A married woman as her sole and separate  
Property

J & P DOUGLAS FAMILY TRUST

By: \_\_\_\_\_  
Jeffrey C. Douglas, Trustee

By: \_\_\_\_\_  
Mary Patricia Douglas, Trustee

\_\_\_\_\_  
Joseph E. Borchard, Trustee of the  
Joseph E. Borchard Residuary Trust

\_\_\_\_\_  
F. Robert Borchard, Trustee of the Borchard  
Residuary Trust

DEMPSEY 1992 TRUST

By: \_\_\_\_\_  
Kevin P. Dempsey, Trustee

By: \_\_\_\_\_  
Elizabeth A. Dempsey, Trustee

DEVERICKS 1994 REVOCABLE FAMILY TRUST

By: \_\_\_\_\_  
Richard Devericks, Trustee

By: \_\_\_\_\_  
Ellen Devericks, Trustee

EDWARD AND JEANNE MYERS 1999 FAMILY TRUST

By: \_\_\_\_\_  
Edward D. Myers, Co-Trustee

By: \_\_\_\_\_  
Jeanne M. Myers, Co-Trustee

1999 MEYERS FAMILY TRUST

By: \_\_\_\_\_  
Edward Myers, Trustee

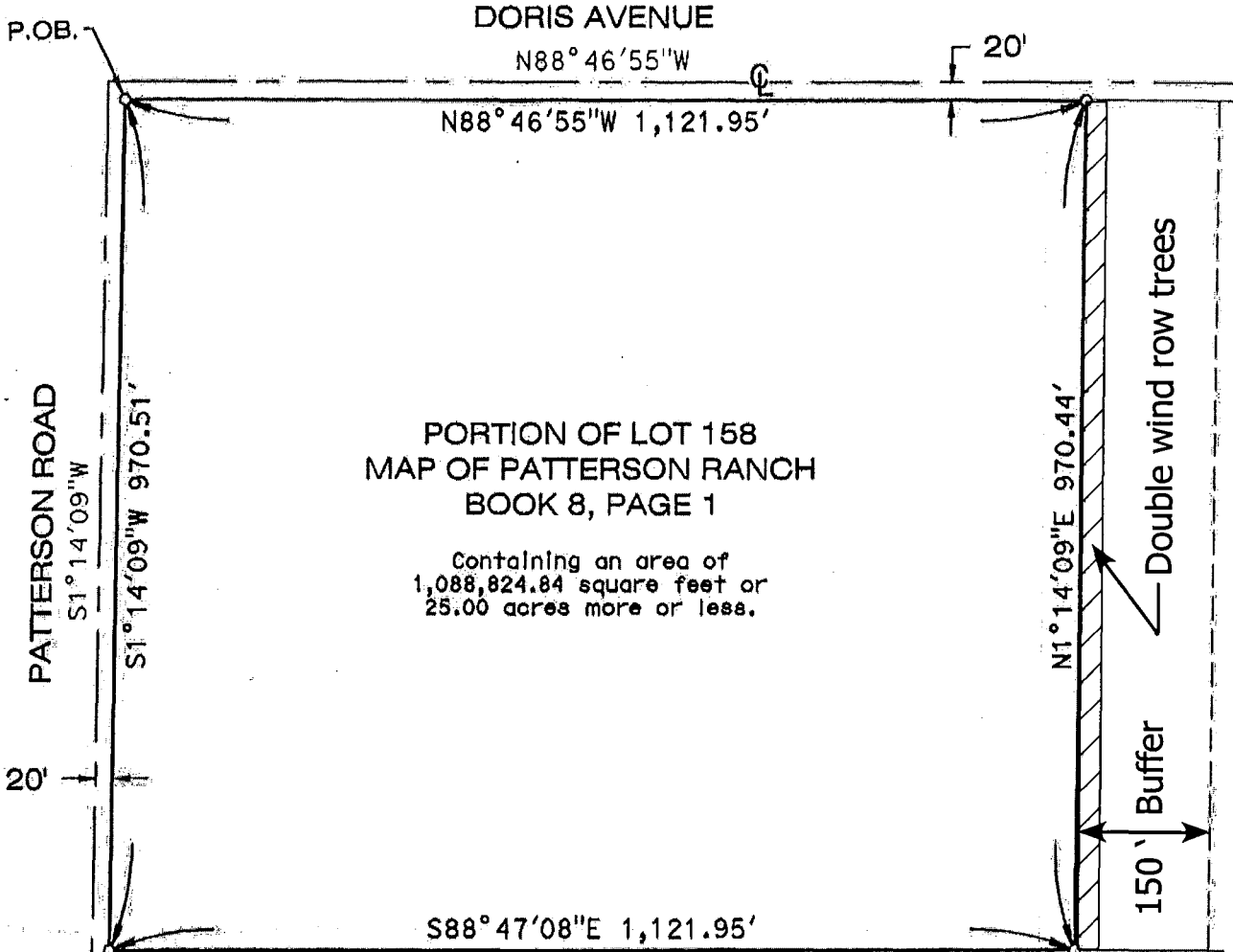
By: \_\_\_\_\_  
Jeanne M. Myers, Trustee

WINDWEN LANDS LLC,  
A CALIFORNIA LIMITED LIABILITY  
COMPANY

By: \_\_\_\_\_  
Bobby Lee Bierig, Manager

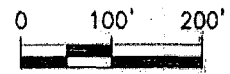
By: \_\_\_\_\_  
Darlene Bierig, Manager

# EXHIBIT \_\_\_\_\_



## LEGEND

P.O.B. Point of Beginning



SCALE: 1"=200'

APN 183-0-070-090  
CITY OF OXNARD  
COUNTY OF VENTURA

## WATER SERVICE AGREEMENT

This Water Service Agreement (the "Agreement") is entered into on March 1, 2018 (the "Agreement Date") between the parties identified as "Owner" on the signature page of this Agreement (all of whom are collectively referred to herein as "Owner") and the OXNARD SCHOOL DISTRICT, a California public school district, and/or its successors (the "District"). Owner and the District are individually referred to in this Agreement as a "Party" and together as the "Parties".

### RECITALS

A. Owner owns approximately 117 acres of unimproved land in Ventura County, California, identified as Assessor Parcel Numbers 183-0-070-060, 070, 090, and 140 (collectively the "Borchard Property").

B. As of the Agreement Date, the District is acquiring from Owner approximately 25 acres of the Borchard Property for a projected school site (the "District Parcel").

C. That portion of the Borchard Property that is being retained by Owner includes a groundwater well (the "Owner Well").

D. Subject to the terms and conditions of this Agreement, Owner is willing to continue providing water service from the Owner Well to the District Parcel.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. As used in this Agreement:

(a) "District Parcel" means the approximately 25 acres being acquired by the District from Owner as of the Effective Date as more particularly described by metes and bounds on Exhibit "A" attached hereto.

(b) "District's Percentage Share" means 21% calculated on an annualized basis which is determined by dividing the District Parcel acreage by the total acreage of the Borchard Property (25/117).

(c) "Owner's Percentage Share" means 79% calculated on an annualized basis determined as provided in subpart (a), above (92/117).

2. Term. This Agreement is effective as of the Agreement Date and shall continue until terminated as provided in Section 10, below (the "Term").

3. Water Delivery Infrastructure.



(a) Installation. Owner shall install the water delivery infrastructure necessary to provide water to the District Parcel pursuant to this Agreement, including without limitation the meter described in Section 5 below.

(b) Maintenance. Owner shall be responsible for operating the Owner Well and performing all maintenance and repair of the Owner Well and the water delivery infrastructure located on the Borchard Property retained by Owner. District shall be responsible for maintaining the water delivery infrastructure located on the District Parcel. The Parties shall pay for the cost of operation, maintenance and repair as provided in Section 5, below. Notwithstanding the foregoing, Owner is not responsible for any delay or failure to perform such maintenance or repair of the Owner Well resulting from any circumstance beyond the reasonable control of Owner, or its contractors or agents.

(c) Access to District Parcel. Upon reasonable notice, and with reasonable conditions, Owner shall have the right of access to the District Parcel to install the additional water delivery infrastructure, if any, necessary to provide water service to the District Parcel pursuant to this Agreement.

4. Water Service. During the Term, and subject to the terms and conditions of this Agreement, the Owner agrees to provide water service from the Owner Well to the District Parcel.

(a) Percentage Share. The District shall be entitled to utilize the District's Percentage Share of the water from the Owner Well pursuant to this Agreement.

(b) Applicable Law. The District acknowledges and agrees that all water service provided by Owner under this Agreement will at all times be subject to any restrictions and limitations of applicable laws, rules and regulations of all local, regional, state, and federal agencies having jurisdiction over the parties and/or the subject matter of this Agreement.

(c) Scheduling Water Use. During the term of this Agreement, an schedule for withdrawing water from the Owner Well shall be agreed upon on a weekly or monthly basis by the Designated Representatives of the Parties (as defined below). The Parties shall act in good faith to agree upon an schedule that does not adversely affect either Party with respect to its needs for its respective parcel.

(d) Designated Representative. Within ten (10) days of execution of this Agreement, and promptly upon any change to the person designated, each Party will notify the other Party in writing of the name and contact information of its "Designated Representative" who shall have authority to act on behalf of such Party with respect to the scheduling of water use as provided in subsection (c), above.

5. Costs. The District agrees to timely pay all of the following charges on the following terms and conditions in order to receive water from Owner:

(a) Infrastructure Costs. The District shall be solely responsible for 100% of the capital costs for any and all additional infrastructure or modifications to existing infrastructure, if any, necessary to deliver water to the District Parcel pursuant to this Agreement. Without limitation, the

District shall be responsible for the cost of installing a meter ("District Meter") to determine the amount of water delivered to the District Parcel pursuant to this Agreement.

(b) Maintenance Costs. The District shall be solely responsible for all costs of maintaining, monitoring, and repairing the District Meter and for all costs of maintaining and repairing the infrastructure located on the District Parcel and all additional infrastructure, if any, installed pursuant to this Agreement in order to deliver water to the District Parcel pursuant to this Agreement. The District shall also be responsible for the District's Percentage Share of any and all costs of maintaining and repairing the Owner Well.

(c) Utility Costs. The District shall be responsible for, and shall promptly reimburse Owner if necessary, all utility costs incurred in connection with providing water from the Owner Well to the District Parcel, including any "on-peak" surcharges levied on Owner by Southern California Edison ("Edison") in connection with the District's request to pump the Owner Well from June 1st to October 1<sup>st</sup> and on weekdays during the peak hours (i.e., noon to 6:00 p.m.) in order to provide water to the District under this Agreement. Owner shall attach to each invoice a copy of each bill received by Edison, or its successor, with respect to the electricity used in the operation of the Owner Well.

(d) Pumping Assessments. To the extent that the District is not able to directly pay pumping assessments, fees, penalties, or surcharges in accordance with section 10 below, and to the extent that Owner incurs any pumping assessments, fees, penalties, or surcharges arising from the District's receipt of water from the Owner Well, the District shall be solely responsible for reimbursing to Owner any and all pumping-related assessments, fees, penalties, or surcharges imposed by the United Water Conservation District ("United Water"), the Fox Canyon Groundwater Management Agency ("FCGMA"), or any other entity as a result of the delivery of water to the District from the Owner Well.

## 6. Invoicing and Payment.

(a) Monthly Invoices. Owner shall provide the District with monthly invoices setting forth the District's incurred costs under this Agreement.

(b) Time for Payment. The District shall pay each invoice in full within ten (10) business days of Owner's delivery of the invoice to the District. The District agrees that Owner may deliver such billing to the District by any means provided in Section 13(d) of this Agreement.

(c) Late Charges. The District acknowledges that the late payment will cause Owner to incur certain costs not contemplated under this Agreement, the exact amount of which will be extremely difficult or impractical to ascertain. Accordingly, and without limiting Owner's right to exercise any other remedies available under this Agreement or applicable law, if any payment under this Agreement is not received by Owner within twenty (20) business days after it becomes due, the District shall immediately pay to Owner, upon written notice and demand from Owner, a "Late Charge" equal to five percent (5%) of the amount then delinquent. The Parties agree that this Late Charge represents fair compensation to Owner for losses sustained by reason of the District's failure to make timely payment. This provision shall not be construed as a grace period or extension of time within which to pay any amount due or prevent Owner from exercising any other available right or remedy.

(d) Additional Remedies. In addition to all other remedies available to Owner, if Owner does not receive full payment from the District within twenty (20) business days after a bill is due, Owner may suspend delivery of water to the District until full payment is received, including all Late Charges. Owner will notify the District of such suspension at least ten (10) business days prior to the date such action will take effect. Additionally, Owner may require, as a condition of future delivery of any water, a cash deposit or payment bond, in a reasonable amount determined by Owner, to guarantee prompt payment in the future.

7. No Effect on Water Rights. This Agreement shall not be interpreted as construing the Parties' existing water rights or allocations (including from FCGMA), nor shall this Agreement be construed as granting to the District any permanent water right or allocation arising from or associated with the Owner Well or the Borchard Property.

8. Water Quality. Owner does not and shall not warrant the quality or pressure of any water provided from the Owner Well, and Owner specifically does not and shall not warrant that any water delivered under the terms of this Agreement is potable or of a quality suitable for human consumption.

9. Service Interruptions. The District acknowledges and agrees that water service may be suspended, interrupted, or terminated from time to time for maintenance, repairs, legal compliance or other reasons. The District further acknowledges and agrees that Owner shall not be liable to the District or any other person or entity for any loss, liability, damage, claim, or other consequences, including without limitation lost profits, lost income, or any other consequential damages, resulting from the suspension, interruption, or termination of water service unless caused by the actions of Owner. The District is solely responsible for adopting, implementing, and maintaining all necessary contingency plans and preventive measures to minimize or avoid any adverse consequences in anticipation of such events.

10. Regulatory Compliance.

(a) Reporting. To the maximum extent permitted by the FCGMA, the District shall register the District Meter with the FCGMA and open its own account (known as a "Comb Code") with the FCGMA. To the maximum extent permitted by United Water, the District shall register the District Meter with United Water and open its own account with the United Water. The District shall, to the maximum extent permitted by the FCGMA, report to the FCGMA any water delivered to the District Parcel from the Owner Well as being attributed to the District's water allocation as established by the FCGMA. The District shall, to the maximum extent permitted by United Water, report to United Water any water delivered to the District Parcel from the Owner Well. Owner shall reasonably cooperate with the District with respect to such reporting.

(b) Pumping Assessments.

(1) To the maximum extent permitted by the FCGMA and United Water, the District shall pay any and all pumping-related assessments, fees, penalties, or surcharges imposed by United Water or the FCGMA resulting from the delivery of water to the District Parcel from the Owner Well.

(2) If the FCGMA or United Water, or any other governmental agency having jurisdiction over the Parties' water-pumping activities, determines that the District has violated applicable rules and regulations or has otherwise exceeded applicable pumping limitations, the District shall be solely liable and responsible for all costs, expenses, fees, penalties, fines or other charges imposed or assessed against Owner caused by such violation by the District.

11. Termination.

(a) By the District. The District may terminate this Agreement for any reason or no reason by giving Owner at least thirty (30) days' prior written notice.

(b) Upon Certain Events. This Agreement shall automatically terminate upon the occurrence of any of the following:

(1) Upon approval by the Ventura County Local Agency Formation Commission and the City of Oxnard of the District's request for water service to the District Parcel and once such water service becomes operational to the District Parcel.

(2) In the event that Owner is required, by applicable law or by order of any government agency having jurisdiction over Owner, to abandon, assign, or otherwise terminate operation of the Owner Well for any reason including pursuant to its development of all or part of the retained Borchard Property. Owner shall endeavor to give the District as much advance notice as reasonably possible.

(3) In the event that the Owner Well fails for any reason and Owner elects, in its sole discretion, not to repair the Owner Well. If the Owner elects not to repair the Owner Well, the District may, in its sole discretion, at its sole cost and expense, repair the Owner Well. If the District elects to repair the Owner Well as provided herein, all work shall be performed in a good and workmanlike manner, by properly licensed and insured contractors reasonably acceptable to Owner, and in full compliance with all required permits, approvals, and applicable laws.

(c) Effect of Termination. The District acknowledges and agrees that if this Agreement terminates for any reason the District and the District Parcel shall have no further right to receive water from Owner or the Owner Well, and the District shall be solely responsible for arranging and paying for any alternative means of water delivery to the District Parcel that the District needs or desires. Furthermore, upon termination of this Agreement for any reason, the Parties shall cooperate with each other to (i) promptly prepare and execute a document or instrument that memorializes the termination of this Agreement, and (ii) if desired by Owner, disconnect the water delivery infrastructure servicing the District Parcel. Furthermore, upon termination of this Agreement for any reason, all other rights and obligations of the Parties pursuant to this Agreement shall cease, except that:

(1) The District shall promptly pay when due all billed and unbilled amounts incurred prior to termination of this Agreement; and

(2) The rights and obligations of the Parties under Sections 10, 12(a), 12(c), 12(g), and 12(k) of this Agreement shall survive termination of this Agreement.

12. Miscellaneous.

(a) Mediation. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree to submit the dispute to mediation prior to commencing litigation. The Parties will attempt in good faith to agree on a neutral mediator to resolve the dispute. If the Parties cannot agree on a mediator within twenty (20) days after mediation has been demanded, the Parties agree to submit a joint request to the Presiding Judge of the Superior Court of Ventura County, to appoint either a retired Ventura County judge or a Ventura County based mediation service to hear this dispute and to work with the Parties. The Parties agree that, upon initiating mediation, they will agree with the mediator on a time at least five (5) days before the mediation to submit and exchange with one another detailed position papers. The position papers shall include a factual recitation of the dispute and each Party's position on the facts and the law. Each Party shall also forward to the mediator their assessment of the likely outcome and its/their position on settlement. This assessment shall be considered confidential for use by the mediator and may only be released by the mediator to the other Party or anyone else with the express written consent of the Party submitting it. Each Party will bear its own expenses incurred (including attorneys' fees) in connection with the mediation, and will equally share the mediator's fees and expenses. If the Parties are unable to resolve their dispute by mediation as provided herein, either Party may pursue the remedies available to it at law or equity.

(b) No Waiver. Failure by either Party to enforce any term of this Agreement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision of this Agreement shall in no way constitute a waiver of the right to enforce such term of this Agreement or seek redress for the breach thereof. The waiver by either Party hereto of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

(c) Attorneys' Fees. In the event of any dispute between the Parties arising out of this Agreement, the prevailing party in such action will be entitled to recover from the other party its actual attorneys' fees, statutory costs, court costs and other expenses in connection with such action or proceeding (including expert witness fees).

(d) Notices. All notices relating to this Agreement shall be in writing, addressed to the Parties at their respective addresses provided herein, and may be delivered (a) in person, (b) by electronic mail delivered to the email address provided by such party in writing upon execution of this Agreement, (c) by overnight mail or courier service, or (d) by United States registered or certified mail, return receipt requested, postage prepaid. Each party, and their respective successors in interest, shall be responsible for notifying the other Party in writing as provided herein if there is any change to such Party's contact information. The addresses of the parties for notices are as follows:

The District:                   Oxnard School District  
  1051 South A Street  
  Oxnard, California 93030  
  Attention: Lisa Cline, Assistant Superintendent,  
  Business and Fiscal Services

Telephone: (805) 385-1501  
Email: lcline@oxnardsd.org

Owner: Borchard Teal Club Owners  
c/o Dennis Hardgrave  
Development Planning Services  
211 Village Commons Blvd., #15  
Camarillo, CA 93012

Attention: Dennis Hardgrave  
Telephone: (805) 484-8308  
Facsimile: (805) 484-8993  
E-Mail: dennis@devplan.net

(e) Independent Counsel. Owner and the District each acknowledge that they have been represented by independent legal counsel in connection with this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against either Party.

(f) Captions. None of the captions of the paragraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs.

(g) No Obligation to Third Parties. Except as expressly set forth in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties hereto, to any person or entity other than each other. However, notwithstanding this subsection, the District may assign this Agreement as part of any transfer, sale and/or assignment of the District Property.

(h) Exclusive Agreement. This Agreement is an exclusive arrangement between the Parties and, after execution, neither Seller nor its agents, affiliates, or employees shall negotiate or otherwise deal in the sale of the Property with anyone other than Buyer until this Agreement is terminated in accordance with its terms.

(i) Amendments. This Agreement may only be modified or amended in writing signed by each Party.

(j) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement. The parties may also deliver executed copies of this Agreement to each other by electronic mail, which electronic mail signatures shall be binding. Any electronic mail delivery of signatures shall be followed by the delivery of executed originals.

(k) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. To the fullest extent permitted under applicable law, venue for any action arising from this Agreement shall be Ventura County, California.

(l) Assignment. The District shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld or delayed.

(m) Binding Effect. Subject to the restrictions on assignment specified in subparagraph (m), above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party.

(n) Recitals. All Recitals set forth above are intended to be and are hereby specifically made a part of this Agreement.

(o) Authorization. Each Party represents and warrants to the other that the person or persons executing this Agreement on its behalf are authorized to do so and the execution and performance of this Agreement (1) is within its powers, (2) has been duly authorized by all necessary actions on its behalf and all necessary consents or approvals have been obtained and are in full force and effect; and (3) binds said Party and its respective officers, directors, agents, employees, successors, assigns, and any others who may claim through it under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Water Service Agreement in Ventura County, California as of the Effective Date.

**DISTRICT:**

OXNARD SCHOOL DISTRICT, a California Public School District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER:**

ROBERT E. BORCHARD MARITAL DEDUCTION TRUST

By: \_\_\_\_\_  
Margaret D. Borchard, Co-Trustee

By: \_\_\_\_\_  
F. Robert Borchard, Co-Trustee

By: \_\_\_\_\_  
Joseph E. Borchard, Co-Trustee

\_\_\_\_\_  
Joan Frances Henson, Trustee of the  
Ralph W. Borchard Survivor's Trust, terms  
of the Ralph W. Borchard Family Trust

\_\_\_\_\_  
Joan Frances Henson, Trustee of the  
Ralph W. Borchard Decedent's Trust, terms  
of the Ralph W. Borchard Family Trust

\_\_\_\_\_  
Joan Frances Henson, Trustee of the  
Ralph W. Borchard Survivor's Trust, terms  
of Grantor Trust



---

Joan Frances Henson, Trustee of the  
Ralph W. Borchard Decedent's Trust, terms  
of Grantor Trust

---

Paul Borchard, a married man as his sole and separate  
property

T & J HENSON FAMILY TRUST

By: \_\_\_\_\_  
Arthur Thomas Henson III, Co-Trustee

By: \_\_\_\_\_  
Frances Joan Henson, Co-Trustee

---

Margaret Mary Anderson,  
A married woman as her sole and separate  
Property

J & P DOUGLAS FAMILY TRUST

By: \_\_\_\_\_  
Jeffrey C. Douglas, Trustee

By: \_\_\_\_\_  
Mary Patricia Douglas, Trustee

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Joseph E. Borchard, Trustee of the  
Joseph E. Borchard Residuary Trust

---

F. Robert Borchard, Trustee of the Borchard  
Residuary Trust

DEMPSEY 1992 TRUST

By: \_\_\_\_\_  
Kevin P. Dempsey, Trustee

By: \_\_\_\_\_  
Elizabeth A. Dempsey, Trustee

DEVERICKS 1994 REVOCABLE FAMILY TRUST

By: \_\_\_\_\_  
Richard Devericks, Trustee

By: \_\_\_\_\_  
Ellen Devericks, Trustee

EDWARD AND JEANNE MYERS 1999 FAMILY TRUST

By: \_\_\_\_\_  
Edward D. Myers, Co-Trustee

By: \_\_\_\_\_  
Jeanne M. Myers, Co-Trustee

1999 MEYERS FAMILY TRUST

By: \_\_\_\_\_  
Edward Myers, Trustee

By: \_\_\_\_\_  
Jeanne M. Myers, Trustee

WINDWEN LANDS LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Bobby Lee Bierig, Manager

By: \_\_\_\_\_  
Darlene Bierig, Manager

EXHIBIT A

Metes and Bounds Description of District Parcel

(See Attached)

A portion of Lot 158, in the City of Oxnard, County of Ventura, State of California, as shown on the Map of Patterson Ranch, recorded in Book 8, Page 1 of Maps, in the office of the County Recorder of said County.

Said portion of land is described as follows:

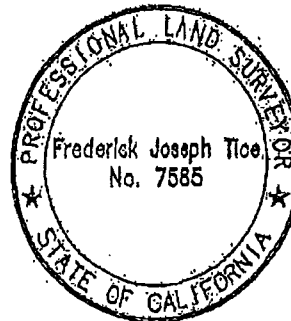
Beginning at the northwesterly corner of said Lot 158, said point being shown on record of survey recorded in Book 56, Page 73 and 74 of Records of Survey in the office of the County Recorder of said County, being the northeasterly terminus of that line shown on said map as N 01° 14' 09" E, 970.51 feet; thence,

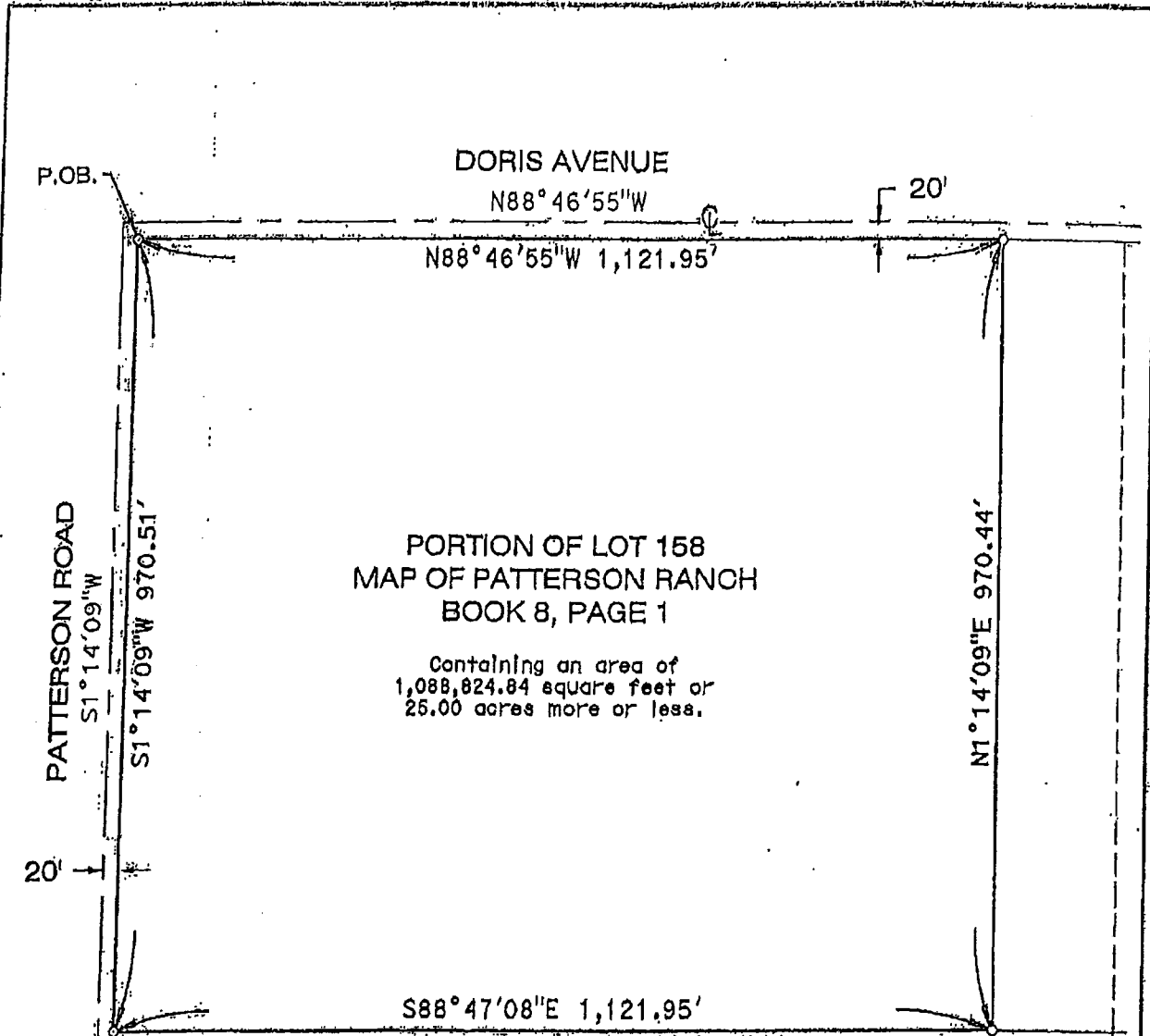
- 1st along the westerly line of said Lot 158, S 01° 14' 09" W, 970.51 feet to the southwesterly corner of said Lot 158; thence,
- 2nd along the southerly line of said Lot 158, S 88° 47' 08" E, 1121.95 feet; thence,
- 3rd N 01° 14' 09" E, 970.44 feet to a point on the northerly line of said Lot 158; thence,
- 4th along said northerly line, N 88° 46' 55" W, 1121.95 feet to the point of beginning.

Containing an area of 1,088,824.84 square feet or 25.00 acres more or less.

This real property description was prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: Frederick Joseph Tice Date: 1/8/2016  
Frederick Joseph Tice, PLS





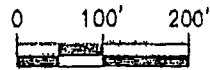
PORTION OF LOT 158  
 MAP OF PATTERSON RANCH  
 BOOK 8, PAGE 1

Containing an area of  
 1,088,824.84 square feet or  
 25.00 acres more or less.

LEGEND

P.O.B. Point of Beginning

LOT 135



SCALE: 1"=200'



1500 E. Thousand Oaks Blvd, Ste 101  
 Westlake Village, CA 91362  
 805.648.4840 Phone

ENGINEERING  
 PLANNING  
 SURVEYING  
 CONSTRUCTION MANAGEMENT

APN 183-0-070-090  
 CITY OF OXNARD  
 COUNTY OF VENTURA

OSD BOARD AGENDA ITEM

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

Date of Meeting: **January 17, 2018**

- A. Preliminary Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda Agreement Category: \_\_\_\_\_
- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Variable Term Waiver for Clear Education Specialist Instruction Credential for Vanessa Santiago-Velez (Vaca)**

---

There is a current shortage of Special Education 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 **Vanessa Santiago-Velez** to serve as a Mild/Moderate Teacher at Marina West Elementary School for the 2017/18 school year, while she takes and passes the California Basic Educational Skills Test (CBEST), as required to clear her preliminary Education Specialist Instruction Credential.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for Clear Education Specialist Instruction Credential for Vanessa Santiago-Velez, as presented.

**ADDITIONAL MATERIAL:**

None.

**DISTRICT GOAL(S):**

**District Goal One:** All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

## **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 01/17/18

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, 2017 (Penanhoat/Crandall Plasencia)**

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The Oxnard School District Audit Report for Fiscal Year 2016-17, prepared by the firm of Nigro & Nigro, PC is presented to the Board.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board accept the Oxnard School District Audit Report, June 30, 2017.

#### **ADDITIONAL MATERIAL**

Attached: Oxnard School District Audit Report June 30, 2017 (95 pages)

**OXNARD SCHOOL DISTRICT**  
**AUDIT REPORT**  
**For the Fiscal Year Ended**  
**June 30, 2017**





**OXNARD SCHOOL DISTRICT**  
*For the Fiscal Year Ended June 30, 2017*  
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**OXNARD SCHOOL DISTRICT**  
*For the Fiscal Year Ended June 30, 2017*  
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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, 2017, 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 *2016-17 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, 2017, 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.

### **Change in Accounting Principle**

As discussed in Note 12 to the basic financial statements, the District has changed its method for accounting and reporting for postemployment benefits other than pensions during fiscal year 2016-17 due to the adoption of Governmental Accounting Standards Board Statement No. 74, "Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans" and the early adoption of Governmental Accounting Standards Board Statement No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions". The adoption of these standards required retrospective application, resulting in a \$52,412,602 reduction of previously reported net position at July 1, 2016. Our opinion is not modified with respect to this matter.

### **Other Matters**

#### *Required Supplementary Information*

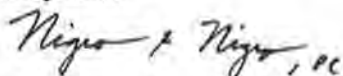
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 12, budgetary comparison information on pages 50 and 51, schedule of proportionate share of the net pension liability on page 52, schedule of pension contributions on page 53, schedule of changes in the District's net OPEB liability and related ratios on page 54, schedule of OPEB contributions on page 55, and schedule of investment returns on page 56 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 60 to 63 and the schedule of expenditures of federal awards on page 64 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 59 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 December 8, 2017, 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 8, 2017

## OXNARD SCHOOL DISTRICT

### Management's Discussion and Analysis (Unaudited)

For the Fiscal Year Ended June 30, 2017

---

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, 2017. Please read it in conjunction with the District's financial statements, which immediately follow this section.

#### FINANCIAL HIGHLIGHTS

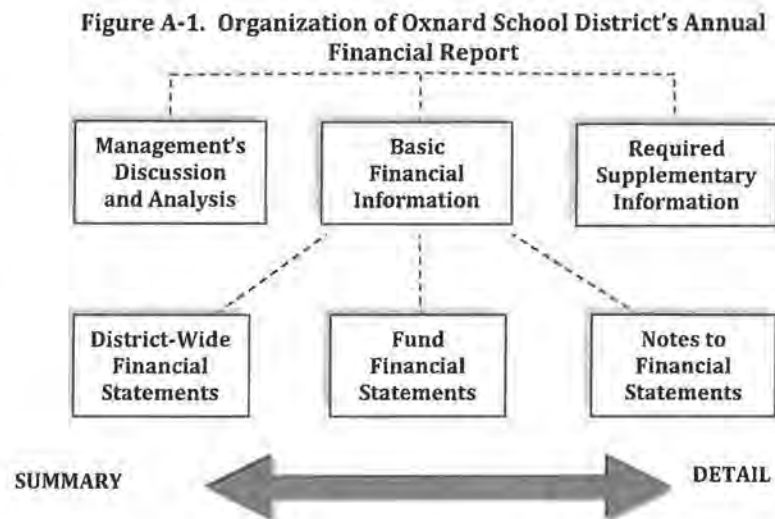
- The District's overall financial status decreased from last year as the net position decreased by 31.8% to \$(35.0) million.
- Total governmental revenues were \$229.4 million, \$8.5 million less than expenses.
- The total cost of basic programs was \$237.9 million. Because a portion of these costs was paid for with charges, fees, and intergovernmental aid, the net cost that required taxpayer funding was \$188.5 million.
- Average daily attendance (ADA) in grades K-8 decreased by 186, or 1.1%.

#### 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.



**OXNARD SCHOOL DISTRICT**

*Management's Discussion and Analysis (Unaudited)*

*For the Fiscal Year Ended June 30, 2017*

**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, 2017*

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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, 2017***FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE**

**Net Position.** The District's combined net position was lower on June 30, 2017, than it was the year before – decreasing 31.8% to \$(35.0) million (See Table A-1).

**Table A-1: Statement of Net Position**

	<b>Governmental Activities</b>		<b>Variance</b>
	<b>2017</b>	<b>2016*</b>	<b>Increase (Decrease)</b>
<b>Assets</b>			
Current assets	\$ 198,984,786	\$ 128,511,736	\$ 70,473,050
Capital assets	283,675,615	267,312,777	16,362,838
<b>Total assets</b>	<u>482,660,401</u>	<u>395,824,513</u>	<u>86,835,888</u>
<b>Deferred outflows of resources</b>	<u>63,905,567</u>	<u>41,735,248</u>	<u>22,170,319</u>
<b>Liabilities</b>			
Current liabilities	21,620,812	19,412,730	2,208,082
Long-term liabilities	375,138,957	288,195,924	86,943,033
Net pension liability	175,352,957	137,202,423	38,150,534
<b>Total liabilities</b>	<u>572,112,726</u>	<u>444,811,077</u>	<u>127,301,649</u>
<b>Deferred inflows of resources</b>	<u>9,496,466</u>	<u>19,332,981</u>	<u>(9,836,515)</u>
<b>Net position</b>			
Net investment in capital assets	99,423,224	106,960,009	(7,536,785)
Restricted	41,235,011	31,154,499	10,080,512
Unrestricted	(175,701,459)	(164,698,805)	(11,002,654)
<b>Total net position</b>	<u>\$ (35,043,224)</u>	<u>\$ (26,584,297)</u>	<u>\$ (8,458,927)</u>

\* *As restated*

**Changes in net position, governmental activities.** The District's total revenues increased 5.3% to \$229.4 million (See Table A-2). The increase is due primarily to state aid.

The total cost of all programs and services increased 11.3% to \$237.9 million. The District's expenses are predominantly related to educating and caring for students, 80.4%. The purely administrative activities of the District accounted for just 5.2% of total costs. A significant contributor to the increase in costs was due to an increase in personnel costs.

**OXNARD SCHOOL DISTRICT**

*Management's Discussion and Analysis (Unaudited)*

*For the Fiscal Year Ended June 30, 2017*

**FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE (continued)**

**Table A-2: Statement of Activities**

	<u>Governmental Activities</u>		<b>Variance Increase (Decrease)</b>
	<u>2017</u>	<u>2016</u>	
<b>Revenues</b>			
Program Revenues:			
Charges for services	\$ 2,211,353	\$ 1,718,901	\$ 492,452
Operating grants and contributions	47,123,435	40,613,266	6,510,169
Capital grants and contributions	72,988	50,418	22,570
General Revenues:			
Property taxes	36,540,841	37,695,694	(1,154,853)
Federal and state aid not restricted	141,545,106	136,113,581	5,431,525
Other general revenues	1,945,964	1,801,248	144,716
<b>Total Revenues</b>	<u>229,439,687</u>	<u>217,993,108</u>	<u>11,446,579</u>
<b>Expenses</b>			
Instruction-related	163,791,758	144,579,090	19,212,668
Pupil services	27,556,616	25,381,461	2,175,155
Administration	12,281,534	11,769,620	511,914
Plant services	20,503,511	12,978,671	7,524,840
All other activities	13,765,195	11,668,147	2,097,048
<b>Total Expenses</b>	<u>237,898,614</u>	<u>206,376,989</u>	<u>31,521,625</u>
Increase (decrease) in net position	<u>\$ (8,458,927)</u>	<u>\$ 11,616,119</u>	<u>\$ (20,075,046)</u>

**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 \$181.5 million, which is above last year's ending fund balance of \$112.4 million. The primary cause of the increased fund balance is the refunding and issuance of general obligation bonds.

**Table A-3: The District's Fund Balances**

Fund	<u>Fund Balances</u>				
	<u>July 1, 2016</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Other Sources and (Uses)</u>	<u>June 30, 2017</u>
General Fund	\$ 38,311,199	\$ 202,291,346	\$ 200,381,171	\$ (324,349)	\$ 39,897,025
Child Development Fund	-	978,266	1,144,336	166,070	-
Cafeteria Fund	49,972	10,673,311	10,753,246	165,640	135,677
Special Reserve Fund (Other Than Capital Outlay)	123,066	976	-	-	124,042
Building Fund	45,497,741	531,261	21,523,124	81,576,132	106,082,010
Capital Facilities Fund	5,917,460	2,070,161	1,571,972	-	6,415,649
County School Facilities Fund	9,197,448	72,988	-	-	9,270,436
Bond Interest and Redemption Fund	13,317,100	11,962,861	13,950,920	8,248,721	19,577,762
	<u>\$ 112,413,986</u>	<u>\$ 228,581,170</u>	<u>\$ 249,324,769</u>	<u>\$ 89,832,216</u>	<u>\$ 181,502,601</u>

## OXNARD SCHOOL DISTRICT

Management's Discussion and Analysis (Unaudited)

For the Fiscal Year Ended June 30, 2017

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### FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS (continued)

#### 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 – decreased by \$4.6 million primarily to reflect federal and state budget actions.
- Salaries and benefits costs – increased \$9.7 million due to an increase in compensation to district personnel.
- Other costs – decreased approximately \$781,000 to re-budget carryover funds and revise operational cost estimates.

While the District's final budget for the General Fund anticipated that revenues would fall short of expenditures by about \$11.7 million, the actual results for the year show that revenues exceeded expenditures by roughly \$1.9 million. Actual revenues were \$12.4 million more than anticipated, and expenditures were \$1.2 million less than budgeted. That amount consists primarily of restricted categorical program dollars that were not spent as of June 30, 2017, that will be carried over into the 2017-18 budget.

### CAPITAL ASSET AND DEBT ADMINISTRATION

#### Capital Assets

By the end of 2016-17 the District had invested \$21.5 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 \$5.0 million.

Table A-4: Capital Assets at Year End, net of Depreciation

	Governmental Activities		Variance Increase (Decrease)
	2017	2016	
Land	\$ 27,138,791	\$ 27,138,791	\$ -
Improvement of sites	12,617,160	13,503,720	(886,560)
Buildings	190,671,869	189,983,136	688,733
Equipment	4,491,875	4,256,374	235,501
Construction in progress	48,755,920	32,430,756	16,325,164
Total	<u>\$ 283,675,615</u>	<u>\$ 267,312,777</u>	<u>\$ 16,362,838</u>

## OXNARD SCHOOL DISTRICT

*Management's Discussion and Analysis (Unaudited)  
For the Fiscal Year Ended June 30, 2017*

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### CAPITAL ASSET AND DEBT ADMINISTRATION (continued)

#### Long-Term Debt

At year-end the District had \$375.1 million in general obligation bonds, certificates of participation, energy retrofit agreement, compensated absences, and other postemployment benefits – an increase of 30.1% from last year – as shown in Table A-5. (More detailed information about the District's long-term liabilities is presented in Note 7 to the financial statements).

**Table A-5: Outstanding Long-Term Debt at Year-End**

	Governmental Activities		Variance Increase (Decrease)
	2017	2016*	
General obligation bonds	\$ 279,210,244	\$ 195,300,646	\$ 83,909,598
Certificates of participation	11,714,409	11,994,282	(279,873)
Energy Retrofit Agreement	3,963,692	4,231,835	(268,143)
Compensated absences	1,663,640	1,464,542	199,098
Other postemployment benefits	78,586,972	75,204,619	3,382,353
Total	<u>\$ 375,138,957</u>	<u>\$ 288,195,924</u>	<u>\$ 86,943,033</u>

\* As restated

### FACTORS BEARING ON THE DISTRICT'S FUTURE

The Governor signed the 2017-18 *Budget Act* and other budget-related bills on June 27, 2017.

#### Proposition 98

##### Overview

State budgeting for schools and community colleges is based primarily on Proposition 98, approved by voters in 1988 and amended in 1990. In this section, we provide an overview of Proposition 98 changes under the enacted budget package.

##### ***Proposition 98 Establishes Minimum Spending Level***

Proposition 98 establishes a minimum spending requirement commonly called the minimum guarantee. The minimum guarantee is determined by three main formulas (known as tests) and various inputs, including General Fund revenue, per capita personal income, and K-12 attendance. The state can spend at the minimum guarantee or any level above it. Spending above the minimum guarantee one year typically becomes part of the base for calculating the minimum guarantee the next year. If the minimum guarantee increases after budget enactment due to updated inputs, the state owes a "settle-up" obligation. In some years, the state also creates or pays "maintenance factor." Maintenance factor is created when General Fund revenue is weak relative to per capita personal income and is paid when General Fund revenue is stronger.

## **OXNARD SCHOOL DISTRICT**

*Management's Discussion and Analysis (Unaudited)*

*For the Fiscal Year Ended June 30, 2017*

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### **FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)**

#### **Proposition 98 (continued)**

##### **Overview (continued)**

##### ***2015-16 and 2016-17 Minimum Guarantees Down but Total Spending Up Slightly***

The 2015-16 minimum guarantee has decreased \$379 million due to lower-than-expected General Fund revenue. Proposition 98 spending that year, however, has increased \$53 million due to various minor adjustments involving the Local Control Funding Formula (LCFF) and community college apportionments. The 2016-17 minimum guarantee has decreased \$558 million, again due to lower estimates of General Fund revenue. Proposition 98 spending that year has decreased by \$484 million, but total spending, including a settle-up payment of \$514 million, is up slightly (\$29 million) from the June 2016 level. The settle-up payment allows the state to cover some 2016-17 LCFF costs using funds set aside for Proposition 2 (2014) debt payments. In both 2015-16 and 2016-17, Proposition 98 spending is above the calculated minimum guarantees.

##### ***2017-18 Spending Up \$3.1 Billion Over Revised 2016-17 Level***

In 2017-18, total spending across all segments is \$74.5 billion, an increase of \$3.1 billion (4.4 percent) from the revised 2016-17 level. For 2017-18, the state funds at the estimate of the minimum guarantee. This estimate builds upon the higher levels of spending provided in 2015-16 and 2016-17. (Had the state not funded above the guarantee in those two years, the 2017-18 guarantee would have been \$542 million lower.) Test 2 is the operative test in 2017-18, with the change in the guarantee attributable to a 3.7 percent increase in per capita personal income and a 0.05 percent decline in K-12 attendance. The increase in the guarantee also reflects a maintenance factor payment of \$536 million. Under the administration's estimates, the state would end 2017-18 with an outstanding maintenance factor obligation of \$900 million.

##### ***About One-Third of Increase Covered With Higher Property Tax Revenue***

Of the total Proposition 98 spending provided in 2017-18, \$52.6 billion is state General Fund and \$21.9 billion is local property tax revenue. From 2016-17 to 2017-18, state General Fund increases \$2.1 billion (accounting for about two-thirds of the \$3.1 billion increase in spending) and property tax revenue increases by \$1 billion. The primary factor explaining the growth in property tax revenue is the projected 5.3 percent growth in assessed property values, which is similar to the average growth rate over the past 20 years. Regarding local revenue associated with the dissolution of redevelopment agencies, the budget plan assumes a net increase of \$31 million. This consists of a \$131 million increase in the ongoing revenue shifted to schools and community colleges, offset by a \$100 million decrease in revenue from the sale of assets formerly owned by redevelopment agencies.

##### ***Spending Package Reduces Outstanding Settle-Up Obligation by \$603 Million***

The budget plan includes a \$603 million settle-up payment related to meeting the 2009-10 minimum guarantee. This payment reduces the state's outstanding settle-up obligation from slightly above \$1 billion to \$440 million. Of the \$603 million provided, the budget plan allocates \$514 million for covering 2016-17 LCFF costs, \$86 million for the community college guided pathways initiative, and \$3 million for the Career Technical Education Incentive Grant program. The state budget package scores all of the settle-up spending as a Proposition 2 debt payment.

## **OXNARD SCHOOL DISTRICT**

*Management's Discussion and Analysis (Unaudited)  
For the Fiscal Year Ended June 30, 2017*

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### **FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)**

#### **Proposition 98 (continued)**

##### **K-12 Education**

###### ***\$64.7 Billion Proposition 98 Funding for K-12 Education in 2017-18***

The budgeted 2017-18 level is \$2.7 billion (4.3 percent) more than revised 2016-17 level and \$2.2 billion (3.6 percent) more than the 2016-17 Budget Act level. The budget increases funding per student by \$450 (4.3 percent) over the 2016-17 Budget Act level, bringing Proposition 98 funding per student up to \$10,863.

###### ***Package Includes Mix of Ongoing and One-Time Spending***

The budget includes \$2.4 billion in augmentations for K-12 education. Of these augmentations, \$1.5 billion are ongoing increases and \$933 million are one-time initiatives. In addition to these changes, the budget package includes \$328 million in one-time initiatives funded from other sources. (Of this amount, \$325 million is from Proposition 98 reversion dollars and \$3 million is from a settle-up payment. Of the reversion dollars, \$114 million is for a fund swap primarily relating to special education.) The budget also authorizes \$593 million from Proposition 51 (2016) general obligation bond proceeds for school facilities.

##### **General Purpose Funding**

###### ***Accelerates Implementation of LCFF for School Districts and Charter Schools***

The budget provides an additional \$1.4 billion ongoing Proposition 98 funding for this purpose, bringing total LCFF funding for school districts and charter schools to \$57.4 billion, a 2.7% increase over the revised 2016-17 level. The administration estimates this funding will result in the LCFF-target level being 97 percent-funded. School districts and charter schools may use LCFF monies for any educational purpose.

###### ***Funds One-Time Discretionary Grants***

The largest one-time augmentation for K-12 education is \$877 million that local education agencies (LEAs) may use for any educational purpose. Funding is distributed based on average daily attendance (\$147 per ADA). If an LEA has unpaid mandate claims, funding counts toward those claims. As most LEAs do not have any such claims, we estimate only about one-third (\$268 million) of the funding will end up reducing the K-12 mandates backlog. We estimate the K-12 mandates backlog will be \$799 million at the end of 2017-18.

##### **Other Changes**

###### ***Specifies Use of Remaining Proposition 39 Funds and Extends Energy-Efficiency Programs Indefinitely***

The budget provides \$423 million Proposition 98 funding for energy-efficiency projects at schools and community colleges. This reflects the fifth and final year of Proposition 39 (2012) funding. Trailer legislation, however, extends the date for schools to use this funding by one year, to June 30, 2019, and sets rules for how any remaining uncommitted funds are to be used. The first \$75 million in remaining funds is earmarked for school districts and COEs to replace or retrofit school buses. Priority is given to LEAs having the oldest buses, serving disadvantaged communities, or serving high shares of low-income students. The next \$100 million is earmarked for a competitive grant program to provide K-12 LEAs with low- and no-interest loans for energy projects. Any funding still remaining is to be distributed as grants to K-12 LEAs according to Proposition 39 rules. The trailer legislation also extends the Proposition 39 energy-efficiency programs for K-12 and CCC LEAs beginning in 2018-19, contingent upon funds being made available through the annual budget act or other statute.

## **OXNARD SCHOOL DISTRICT**

*Management's Discussion and Analysis (Unaudited)  
For the Fiscal Year Ended June 30, 2017*

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### **FACTORS BEARING ON THE DISTRICT'S FUTURE (continued)**

#### **Proposition 98 (continued)**

#### **Other Changes (continued)**

##### ***Augments After School Education and Safety (ASES) Program***

Proposition 49, passed by the voters in 2002, requires the state to provide \$550 million in Proposition 98 funds annually for the ASES program. Since Proposition 49 was enacted, ASES providers have received \$7.50 per child per day. The budget increases ASES funding by \$50 million (9%)—bringing total funding to \$600 million. The augmentation will increase the per-child per-day rate.

#### **School Facilities**

##### ***Provides First Installment of Proposition 51 Bond Funding for School Facilities***

Passed by the voters in November 2016, Proposition 51 authorizes the state to sell \$9 billion in general obligation bonds—\$7 billion for schools and \$2 billion for community colleges. The state plans to issue \$593 million of these bonds for K-12 facility projects in 2017-18. This would fully fund the state's list of \$368 million in already approved facility projects, as well as \$225 million in additional projects.

##### ***Establishes New Audit Rules***

Trailer legislation shifts audit responsibilities for state-funded school facility projects from the Office of Public School Construction to local independent auditors. Moving forward, the local auditors are to review facility expenditures to ensure that they comply with the rules of the state's School Facilities Program. In June 2017, the State Allocation Board also enacted a regulatory change requiring districts to sign grant agreements prior to receiving state funding that specify allowable project expenditures.

All of these factors were considered in preparing the Oxnard School District budget for the 2017-18 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. Janet Penahoat, Assistant 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, 2017*

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	<b>Total Governmental Activities</b>
<b>ASSETS</b>	
Cash	\$ 181,946,374
Investments	7,614,125
Accounts receivable	9,208,916
Stores inventories	149,216
Prepaid expenditures	66,155
Capital assets:	
Non-depreciable assets	75,894,711
Depreciable assets	264,909,253
Less accumulated depreciation	<u>(57,128,349)</u>
Total assets	<u>482,660,401</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	
Deferred amounts on refunding	2,173,449
Deferred outflows related to pensions	<u>61,732,118</u>
Total deferred outflows of resources	<u>63,905,567</u>
<b>LIABILITIES</b>	
Accounts payable	21,187,311
Unearned revenues	433,501
Long-term liabilities:	
Due within one year	6,802,758
Due after one year	368,336,199
Net pension liability	<u>175,352,957</u>
Total liabilities	<u>572,112,726</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Deferred inflows related to pensions	<u>9,496,466</u>
<b>NET POSITION</b>	
Net investment in capital assets	99,423,224
Restricted for:	
Capital projects	15,686,085
Debt service	19,577,762
Categorical programs	5,971,164
Unrestricted	<u>(175,701,459)</u>
Total net position	<u>\$ (35,043,224)</u>

**OXNARD SCHOOL DISTRICT**  
*Statement of Activities*  
*For the Fiscal Year Ended June 30, 2017*

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	\$ 141,127,422	\$ 325,454	\$ 25,169,839	\$ 72,988	\$ (115,559,141)
Instruction-Related Services:					
Supervision of instruction	5,163,200	51,365	2,432,116	-	(2,679,719)
Instructional library, media and technology	2,730,393	96	114,659	-	(2,615,638)
School site administration	14,770,743	724	682,368	-	(14,087,651)
Pupil Support Services:					
Home-to-school transportation	4,061,591	1,015	83,549	-	(3,977,027)
Food services	10,913,061	790,872	9,436,104	-	(686,085)
All other pupil services	12,581,964	34,275	2,109,081	-	(10,438,608)
General Administration:					
Data processing	2,190,270	-	-	-	(2,190,270)
All other general administration	10,091,264	33,979	4,007,112	-	(6,050,173)
Plant Services	20,503,511	7,400	157,809	-	(20,338,302)
Community Services	1,089,782	24,865	75,726	-	(989,191)
Interest on Long-term Debt	8,259,235	-	-	-	(8,259,235)
Other Outgo	4,416,178	941,308	2,855,072	-	(619,798)
Total governmental activities	\$ 237,898,614	\$ 2,211,353	\$ 47,123,435	\$ 72,988	(188,490,838)
<b>General Revenues:</b>					
Property taxes					36,540,841
Federal and state aid not restricted to specific purposes					141,545,106
Interest and investment earnings					333,557
Miscellaneous					1,612,407
Total general revenues					180,031,911
Change in net position					(8,458,927)
Net position - July 1, 2016, as originally stated					25,828,305
Adjustments for restatements (Note 13)					(52,412,602)
Net position - July 1, 2016, as restated					(26,584,297)
Net position - June 30, 2017					\$ (35,043,224)

**OXNARD SCHOOL DISTRICT**  
*Balance Sheet – Governmental Funds*  
*June 30, 2017*

	General Fund	Cafeteria Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
<b>ASSETS</b>					
Cash	\$ 38,064,885	\$ 882,940	\$ 107,752,580	\$ 35,245,969	\$ 181,946,374
Investments	7,614,125	-	-	-	7,614,125
Accounts receivable	6,799,081	1,835,864	292,874	281,097	9,208,916
Due from other funds	2,599,233	176,309	-	13,242	2,788,784
Inventories	92,140	57,076	-	-	149,216
Prepaid expenditures	66,155	-	-	-	66,155
Total Assets	<u>\$ 55,235,619</u>	<u>\$ 2,952,189</u>	<u>\$ 108,045,454</u>	<u>\$ 35,540,308</u>	<u>\$ 201,773,570</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>Liabilities</b>					
Accounts payable	\$ 14,603,393	\$ 413,528	\$ 1,951,551	\$ 80,212	\$ 17,048,684
Due to other funds	177,658	2,402,984	11,893	196,249	2,788,784
Unearned revenue	433,501	-	-	-	433,501
Total Liabilities	<u>15,214,552</u>	<u>2,816,512</u>	<u>1,963,444</u>	<u>276,461</u>	<u>20,270,969</u>
<b>Fund Balances</b>					
Nonspendable	178,295	57,282	-	-	235,577
Restricted	5,892,769	78,395	106,082,010	35,263,847	147,317,021
Assigned	13,830,913	-	-	-	13,830,913
Unassigned	20,119,090	-	-	-	20,119,090
Total Fund Balances	<u>40,021,067</u>	<u>135,677</u>	<u>106,082,010</u>	<u>35,263,847</u>	<u>181,502,601</u>
Total Liabilities and Fund Balances	<u>\$ 55,235,619</u>	<u>\$ 2,952,189</u>	<u>\$ 108,045,454</u>	<u>\$ 35,540,308</u>	<u>\$ 201,773,570</u>

**OXNARD SCHOOL DISTRICT****Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position  
June 30, 2017**

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<b>Total fund balances - governmental funds</b>			\$ 181,502,601
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 \$340,803,964, and the accumulated depreciation is (\$57,128,349).			283,675,615
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:			(78,586,972)
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:			(4,138,627)
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	11,714,409	
	Energy retrofit agreement	3,963,692	
	Compensated absences payable	1,663,640	
	General obligation bonds payable	<u>279,210,244</u>	(296,551,985)
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:			2,173,449
The net pension liability is not due and payable in the current reporting period, and therefore is not reported as a liability in the fund financial statements.			(175,352,957)
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 of resources		61,732,118
	Deferred inflows of resources		<u>(9,496,466)</u>
<b>Total net position - governmental activities</b>			<u>\$ (35,043,224)</u>

**OXNARD SCHOOL DISTRICT****Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds  
For the Fiscal Year Ended June 30, 2017**

	General Fund	Cafeteria Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
<b>REVENUES</b>					
LCFF sources	\$ 158,958,238	\$ -	\$ -	\$ -	\$ 158,958,238
Federal sources	13,214,624	9,258,637	-	-	22,473,261
Other state sources	20,602,262	573,021	-	1,067,404	22,242,687
Other local sources	9,517,198	841,653	531,261	14,016,872	24,906,984
Total Revenues	202,292,322	10,673,311	531,261	15,084,276	228,581,170
<b>EXPENDITURES</b>					
Current					
Instructional Services:					
Instruction	129,899,626	-	-	974,665	130,874,291
Instruction-Related Services:					
Supervision of instruction	4,693,793	-	-	127,082	4,820,875
Instructional library, media and technology	2,451,863	-	-	-	2,451,863
School site administration	13,668,648	-	-	-	13,668,648
Pupil Support Services:					
Home-to-school transportation	4,146,310	-	-	-	4,146,310
Food services	6,665	10,303,214	-	-	10,309,879
All other pupil services	11,884,774	-	-	-	11,884,774
Community Services	991,700	-	-	-	991,700
General Administration Services:					
Data processing services	2,065,424	-	-	-	2,065,424
Other general administration	9,436,781	-	-	36,438	9,473,219
Plant Services	15,579,596	47,526	-	114,634	15,741,756
Transfer of Indirect Costs	(445,095)	402,506	-	42,589	-
Capital Outlay	2,183,940	-	20,671,992	951,516	23,807,448
Intergovernmental Transfers	3,292,210	-	-	-	3,292,210
Debt Service:					
Issuance costs	2,000	-	851,132	272,837	1,125,969
Principal	268,143	-	-	5,402,570	5,670,713
Interest	254,793	-	-	8,744,897	8,999,690
Total Expenditures	200,381,171	10,753,246	21,523,124	16,667,228	249,324,769
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,911,151	(79,935)	(20,991,863)	(1,582,952)	(20,743,599)
<b>OTHER FINANCING SOURCES (USES)</b>					
Interfund transfers in	-	165,640	-	166,070	331,710
Interfund transfers out	(331,710)	-	-	-	(331,710)
Proceeds from general obligation bonds	-	-	81,000,000	-	81,000,000
Proceeds of refunding bonds	-	-	-	16,360,000	16,360,000
Premiums on issuance of debt	-	-	576,132	10,241,923	10,818,055
Other financing sources	7,361	-	-	-	7,361
Transfer to escrow agent for defeased debt	-	-	-	(18,353,202)	(18,353,202)
Total Other Financing Sources and Uses	(324,349)	165,640	81,576,132	8,414,791	89,832,214
Net Change in Fund Balances	1,586,802	85,705	60,584,269	6,831,839	69,088,615
Fund Balances, July 1, 2016	38,434,265	49,972	45,497,741	28,432,008	112,413,986
Fund Balances, June 30, 2017	\$ 40,021,067	\$ 135,677	\$ 106,082,010	\$ 35,263,847	\$ 181,502,601

**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, 2017**

**Total net change in fund balances - governmental funds** \$ 69,088,615

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	21,461,192	
Depreciation expense	<u>(5,078,784)</u>	16,382,408

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: 22,760,713

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: (3,382,353)

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: (108,178,055)

Gain or loss from disposal of capital assets: In governmental funds, the entire proceeds from disposal of capital assets are reported as revenue. In the statement of activities, only the resulting gain or loss is reported. The difference between the proceeds from disposal of capital assets and the resulting gain or loss is: (19,570)

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: (823,465)

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: (199,098)

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. 1,122,309

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. Net Amortization and premium or discount, for the period is: 933,451

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: 766,184

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: (6,910,066)

**Change in net position of governmental activities** \$ (8,458,927)

**OXNARD SCHOOL DISTRICT**  
*Statement of Fiduciary Net Position*  
*June 30, 2017*

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	Trust Fund	Agency Funds	
	Retiree Benefits Fund	Student Body Funds	Total
<b>Assets</b>			
Cash	\$ 4,296,648	\$ 141,985	\$ 4,438,633
Accounts receivable	4,241,086	-	4,241,086
Inventory	-	43,120	43,120
<b>Total Assets</b>	<u>8,537,734</u>	<u>\$ 185,105</u>	<u>8,722,839</u>
<b>Liabilities</b>			
Accounts payable	-	\$ 2,298	2,298
Due to student groups	-	182,807	182,807
<b>Total Liabilities</b>	<u>-</u>	<u>\$ 185,105</u>	<u>185,105</u>
<b>Net Position</b>			
Restricted	<u>\$ 8,537,734</u>		<u>\$ 8,537,734</u>

**OXNARD SCHOOL DISTRICT**

*Statement of Changes in Fiduciary Net Position  
For the Fiscal Year Ended June 30, 2017*

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	Trust Fund
	Retiree Benefits Fund
<b>ADDITIONS</b>	
Interest	\$ 44,421
In-district contributions	4,224,791
<b>Total Additions</b>	<u>4,269,212</u>
<b>DEDUCTIONS</b>	
Operating expenditures	<u>3,735,257</u>
<b>Total Deductions</b>	<u>3,735,257</u>
Net Increase (Decrease)	533,955
Net position - July 1, 2016	<u>8,003,779</u>
Net position - June 30, 2017	<u>\$ 8,537,734</u>



## OXNARD SCHOOL DISTRICT

### Notes to Financial Statements

June 30, 2017

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#### 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.

**OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

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**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.

**OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

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**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.

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

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**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 capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at acquisition value rather than fair value. 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 two items that qualify for reporting in this category. The first item is related to its pension plans as more fully described in the footnote entitled "Pension Plans". The second 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.

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 one item that qualifies for reporting in this category. That item is 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. Postemployment Benefits Other Than Pensions (OPEB)**

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the Oxnard School District Retiree Benefits Plan ("the Plan") and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

**9. 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.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**E. Assets, Deferred Outflows of Resources, Liabilities, and Net Position (continued)**

**9. Fund Balances (continued)**

**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.

**10. 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.

## OXNARD SCHOOL DISTRICT

### Notes to Financial Statements

June 30, 2017

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#### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

##### 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.

##### 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 2016-17 fiscal year, the following GASB Pronouncements became effective:

**1. Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not Within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68 (Issued 06/15)***

The requirements of this Statement extend the approach to accounting and financial reporting established in Statement 68 to all pensions, with modifications as necessary to reflect that for accounting and financial reporting purposes, any assets accumulated for pensions that are provided through pension plans that are not administered through trusts that meet the criteria specified in Statement 68 should not be considered pension plan assets. It also requires that information similar to that required by Statement 68 be included in notes to financial statements and required supplementary information by all similarly situated employers and nonemployer contributing entities.

**2. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans (Issued 06/15)***

This Statement replaces Statements No. 43, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*. Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, establishes new accounting and financial reporting requirements for governments whose employees are provided with OPEB, as well as for certain nonemployer governments that have a legal obligation to provide financial support for OPEB provided to the employees of other entities. The scope of this Statement includes OPEB plans – defined benefit and defined contribution – administered through trusts that meet the following criteria:

- Contributions from employers and nonemployer contributing entities to the OPEB plan and earnings on those contributions are irrevocable.
- OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
- OPEB plan assets are legally protected from the creditors of employers, nonemployer contributing entities, and the OPEB plan administrator. If the plan is a defined benefit OPEB plan, plan assets also are legally protected from creditors of the plan members.



**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**I. New GASB Pronouncements (continued)**

**3. Statement No. 77, Tax Abatement Disclosures (Issued 08/15)**

For financial reporting purposes, this Statement defines a tax abatement as resulting from an agreement between a government and an individual or entity in which the government promises to forgo tax revenues and the individual or entity promises to subsequently take a specific action that contributes to economic development or otherwise benefits the government or its citizens. This Statement requires disclosure of tax abatement information about (1) a reporting government's own tax abatement agreements, and (2) those that are entered into by other governments and that reduce the reporting government's tax revenues.

**4. Statement No. 78, Pensions Provided Through Certain Multiple-Employer Defined Benefit Pension Plans (Issued 12/15)**

This Statement amends the scope and applicability of Statement 68 to exclude pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension plan that (1) is not a state or local governmental pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local governmental employer (either individually or collectively with other state or local governmental employers that provide pensions through the pension plan).

**5. Statement No. 80, Blending Requirements for Certain Component Units – An Amendment of GASB Statement No. 14 (Issued 01/16)**

This Statement amends the blending requirements for the financial statement presentation of component units of all state and local governments. The additional criterion requires blending of a component unit incorporated as a not-for-profit corporation in which the primary government is the sole corporate member.

**6. Statement No. 82, Pension Issues – An Amendment of GASB Statements No. 67, No. 68, and No. 73 (Issued 03/16)**

The objective of this Statement is to address certain issues that have been raised with respect to Statements No. 67, *Financial Reporting for Pension Plans*, No. 68, *Accounting and Financial Reporting for Pensions*, and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*. Specifically, this Statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements.

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

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**NOTE 2 - CASH AND INVESTMENTS**

Cash and investments at June 30, 2017, are reported at fair value and consisted of the following:

	Governmental Activities/ Funds	Fiduciary Funds
Pooled Funds:		
Cash in county treasury	\$ 181,926,169	\$ 4,296,648
Total Pooled Funds	<u>181,926,169</u>	<u>4,296,648</u>
Deposits:		
Cash on hand and in banks	-	141,985
Cash in revolving funds	20,205	-
Total Deposits	<u>20,205</u>	<u>141,985</u>
Total Cash	<u>\$ 181,946,374</u>	<u>\$ 4,438,633</u>
Investments		
U.S. Bank - First American Government Obligation Fund	<u>\$ 7,614,125</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, 2017, 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, 2017*

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**NOTE 2 – CASH AND INVESTMENTS (continued)**

As of June 30, 2017, 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, 2017, 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	\$ 7,614,125	\$ 7,614,125	\$ -

**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, 2017, 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, 2017, 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, 2017*

**NOTE 3 – ACCOUNTS RECEIVABLE**

Accounts receivable as of June 30, 2017, 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	\$ 4,980,107	\$ 1,714,514	\$ -	\$ -	\$ 6,694,621	\$ -
State Government:						
Lottery	682,604	-	-	-	682,604	-
Categorical aid programs	378,040	113,157	-	183,828	675,025	-
Local:						
Interest	149,574	5,730	292,874	97,038	545,216	16,295
Special Education	108,258	-	-	-	108,258	-
Miscellaneous	500,498	2,463	-	231	503,192	4,224,791
<b>Totals</b>	<b>\$ 6,799,081</b>	<b>\$ 1,835,864</b>	<b>\$ 292,874</b>	<b>\$ 281,097</b>	<b>\$ 9,208,916</b>	<b>\$ 4,241,086</b>

**NOTE 4 – INTERFUND ACTIVITIES**

**A. Balances Due To/From Other Funds**

Balances due/to other funds at June 30, 2017, consisted of the following:

	Due from Other Funds			
	General Fund	Cafeteria Fund	Non-Major Governmental Funds	Total Governmental Funds
General Fund	\$ -	\$ 176,309	\$ 1,349	\$ 177,658
Cafeteria Fund	2,402,984	-	-	2,402,984
Building Fund	-	-	11,893	11,893
Non-Major Governmental Funds	196,249	-	-	196,249
<b>Totals</b>	<b>\$ 2,599,233</b>	<b>\$ 176,309</b>	<b>\$ 13,242</b>	<b>\$ 2,788,784</b>

Due from the Capital Facilities Fund to the General Fund for 3% admin fee for developer fees	\$ 28,494
Due from the Cafeteria Fund to the General Fund for indirect costs	2,402,984
Due from the Child Development Fund to the General Fund for Indirect cost	167,755
Due from the General Fund to the Cafeteria Fund for cash contribution	176,309
Due from the General Fund to the Child development Fund for reversal of CSEA ARC	1,349
Due from the Building Fund to the County School Facilities Fund for Ventura County Star	11,893
<b>Total</b>	<b>\$ 2,788,784</b>

**B. Transfers To/From Other Funds**

Transfers to/from other funds during the year ended June 30, 2017, consisted of the following:

General Fund to the Child Development Fund for indirect costs	\$ 166,070
General Fund to the Cafeteria Fund for cash contribution	165,640
<b>Total</b>	<b>\$ 331,710</b>

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

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**NOTE 5 – FUND BALANCES**

At June 30, 2017, 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	92,140	57,076	-	-	149,216
Prepaid expenditures	66,155	-	-	-	66,155
<b>Total Nonspendable</b>	<b>178,295</b>	<b>57,282</b>	<b>-</b>	<b>-</b>	<b>235,577</b>
<b>Restricted:</b>					
Categorical programs	5,892,769	-	-	-	5,892,769
Food service	-	78,395	-	-	78,395
Capital projects	-	-	106,082,010	15,686,085	121,768,095
Debt service	-	-	-	19,577,762	19,577,762
<b>Total Restricted</b>	<b>5,892,769</b>	<b>78,395</b>	<b>106,082,010</b>	<b>35,263,847</b>	<b>147,317,021</b>
<b>Assigned:</b>					
17/18 Technology Replacement Plan	3,300,000	-	-	-	3,300,000
15/16 Projects Balance	3,590,713	-	-	-	3,590,713
16/17 Projects Balance	101,373	-	-	-	101,373
Textbooks	3,291,603	-	-	-	3,291,603
Bus Replacement	50,000	-	-	-	50,000
Legal	624,042	-	-	-	624,042
Other assignments	2,873,182	-	-	-	2,873,182
<b>Total Assigned</b>	<b>13,830,913</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,830,913</b>
<b>Unassigned:</b>					
Reserve for economic uncertainties	5,995,638	-	-	-	5,995,638
Remaining unassigned balances	14,123,452	-	-	-	14,123,452
<b>Total Unassigned</b>	<b>20,119,090</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,119,090</b>
<b>Total</b>	<b>\$ 40,021,067</b>	<b>\$ 135,677</b>	<b>\$ 106,082,010</b>	<b>\$ 35,263,847</b>	<b>\$ 181,502,601</b>

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

**NOTE 6 - CAPITAL ASSETS AND DEPRECIATION**

Capital asset activity for the year ended June 30, 2017, was as follows:

	Balance, July 1, 2016	Additions	Retirements	Balance, June 30, 2017
Capital assets not being depreciated:				
Land	\$ 27,138,791	\$ -	\$ -	\$ 27,138,791
Construction in progress	32,430,756	20,865,606	4,540,442	48,755,920
Total capital assets not being depreciated	<u>59,569,547</u>	<u>20,865,606</u>	<u>4,540,442</u>	<u>75,894,711</u>
Capital assets being depreciated:				
Improvement of sites	23,818,382	-	-	23,818,382
Buildings	226,780,151	4,537,062	-	231,317,213
Equipment	9,255,311	598,966	80,619	9,773,658
Total capital assets being depreciated	<u>259,853,844</u>	<u>5,136,028</u>	<u>80,619</u>	<u>264,909,253</u>
Accumulated depreciation for:				
Improvement of sites	(10,314,662)	(886,560)	-	(11,201,222)
Buildings	(36,797,015)	(3,848,329)	-	(40,645,344)
Equipment	(4,998,937)	(343,895)	(61,049)	(5,281,783)
Total accumulated depreciation	<u>(52,110,614)</u>	<u>(5,078,784)</u>	<u>(61,049)</u>	<u>(57,128,349)</u>
Total capital assets being depreciated, net	<u>207,743,230</u>	<u>57,244</u>	<u>19,570</u>	<u>207,780,904</u>
Governmental activity capital assets, net	<u>\$ 267,312,777</u>	<u>\$ 20,922,850</u>	<u>\$ 4,560,012</u>	<u>\$ 283,675,615</u>

Depreciation expense is allocated to the following functions in the statement of activities:

Instruction	\$ 2,792,771
Instructional Supervision and Administration	102,024
Instructional Library, Media and Technology	50,451
School Site Administration	254,499
Home-to-School Transportation	50,451
Food Services	202,928
All other Pupil Services	102,024
Community Services	50,451
All Other General Administration	152,476
Centralized Data Processing	50,451
Plant Services	1,270,258
	<u>\$ 5,078,784</u>

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

**NOTE 7 – GENERAL LONG-TERM DEBT**

Changes in long-term debt for the year ended June 30, 2017, were as follows:

	Balance, July 1, 2016	Additions	Deductions	Balance, June 30, 2017	Amount Due Within One Year
<b>General Obligation Bonds:</b>					
Principal repayments	\$ 182,643,758	\$ 97,360,000	\$ 22,209,970	\$ 257,793,788	\$ 4,891,641
Accreted interest component	5,676,254	972,691	2,095,000	4,553,945	395,000
Unamortized issuance premium	7,016,058	10,818,055	938,262	16,895,851	924,307
Unamortized issuance discount	(35,424)	-	(2,084)	(33,340)	(2,084)
Total - Bonds	195,300,646	109,150,746	25,241,148	279,210,244	6,208,864
<b>Certificates of Participation</b>					
Principal	12,073,600	-	282,600	11,791,000	301,600
Unamortized issuance discount	(79,318)	-	(2,727)	(76,591)	(2,727)
Total - Certificates of Participation	11,994,282	-	279,873	11,714,409	298,873
Energy Retrofit Agreement	4,231,835	-	268,143	3,963,692	295,021
Compensated Absences	1,464,542	199,098	-	1,663,640	-
Other Postemployment Benefits (OPEB)*	75,204,619	3,382,353	-	78,586,972	-
Totals	\$ 288,195,924	\$ 112,732,197	\$ 25,789,164	\$ 375,138,957	\$ 6,802,758

\*Beginning balance has been restated to report the OPEB liability in accordance with GASB Statement No.75.

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 bonds will be issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds.

**Election 2016 - Measure D**

On November 8, 2016, the voters of the District approved Measure D authorizing the District to issue up to \$142.5 million general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities.

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

**NOTE 7 – GENERAL LONG-TERM DEBT (continued)**

**A. General Obligation Bonds (continued)**

**Prior-Year Defeasance of Debt**

In prior years, the District defeased certain general obligation bonds by placing the proceeds of new refunding bonds in an irrevocable trust to provide for all future debt service payments on the old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the District's financial statements. At June 30, 2017, \$17,090,000 of bonds outstanding are considered defeased. The difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources and recognized as a component of interest expense in a systematic and rational manner over the remaining life of the old debt or the life of the new debt, whichever is shorter. At June 30, 2017, deferred amounts on refunding were \$2,173,449.

**2016 General Obligation Refunding Bonds**

On September 27, 2016, the District issued \$16,360,000 of General Obligation Refunding Bonds, Series 2016. The bonds bear fixed interest rates ranging between 1.25% and 4.00% with annual maturities from February 1, 2017, through August 1, 2026. The net proceeds of \$18,353,202 (after premiums and issuance costs) were used to advance refund a portion of the District's outstanding Election of 2006 Series B General Obligation Bonds.

The refunding decreased the District's total debt service payments by \$1,613,567. The transaction resulted in an economic gain (difference between the present value of the debt service on the old and the new bonds) of \$1,413,038.

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.

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, 2016	Additions	Redeemed During Year	Refunded During Year	Outstanding, June 30, 2017
<b>Measure M6 (2006)</b>									
Series B	3.0% to 5.74%	7/11/2008	7/1/2033	\$ 31,997,467	\$ 27,897,467	\$ -	\$ 1,115,000	\$ 17,090,000	\$ 9,692,467
<b>Measure R (2012)</b>									
Series A	2.0% to 5.0%	12/27/2012	8/1/2043	18,390,000	17,690,000	-	290,000	-	17,400,000
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	-	710,000	-	29,650,000
<b>Measure D (2016)</b>									
Series A	3.5% to 5.0%	3/30/2017	8/1/2046	81,000,000	-	81,000,000	-	-	81,000,000
<b>Refunding Issues</b>									
1997 Ref.	3.5% to 7.8%	3/7/1997	8/1/2019	19,890,672	581,291	-	379,970	-	201,321
2001 Ref., Ser. A	3.9% to 5.75%	8/15/2001	8/1/2030	20,920,000	13,335,000	-	735,000	-	12,600,000
2010 Ref.	2.0% to 5.0%	3/7/2011	8/1/2023	10,750,000	8,220,000	-	1,025,000	-	7,195,000
2011 Ref.	2.0% to 5.0%	7/14/2011	8/1/2027	7,275,000	5,450,000	-	25,000	-	5,425,000
2012 Ref.	2.0% to 5.0%	7/2/2012	8/1/2033	12,240,000	12,100,000	-	100,000	-	12,000,000
2014 Ref.	4.0% to 5.0%	6/19/2014	8/1/2027	11,835,000	11,635,000	-	740,000	-	10,895,000
2015 Ref.	2.0% to 5.0%	5/6/2015	8/1/2036	14,305,000	14,125,000	-	-	-	14,125,000
2016 Ref.	1.25% to 4.0%	9/27/2016	8/1/2026	16,360,000	-	16,360,000	-	-	16,360,000
					<u>\$ 182,643,758</u>	<u>\$ 97,360,000</u>	<u>\$ 5,119,970</u>	<u>\$ 17,090,000</u>	<u>\$ 257,793,788</u>
				Accrued Interest:					
				1997 Ref.	\$ 1,889,280	\$ 340,704	\$ 2,095,000	\$ -	\$ 134,984
				2006, Ser.B	3,786,974	631,987	-	-	4,418,961
					<u>\$ 5,676,254</u>	<u>\$ 972,691</u>	<u>\$ 2,095,000</u>	<u>\$ -</u>	<u>\$ 4,553,945</u>



**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

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**NOTE 7 - GENERAL LONG-TERM DEBT (continued)**

**A. General Obligation Bonds (continued)**

The annual requirements to amortize general obligation bonds outstanding as of June 30, 2017, are as follows:

Fiscal Year	Principal	Interest	Total
2017-2018	\$ 4,891,641	\$ 10,614,352	\$ 15,505,993
2018-2019	4,597,107	11,070,090	15,667,197
2019-2020	4,887,573	10,877,852	15,765,425
2020-2021	5,250,000	10,541,519	15,791,519
2021-2022	5,410,000	10,457,538	15,867,538
2022-2027	36,065,000	47,909,616	83,974,616
2027-2032	40,883,797	51,422,797	92,306,594
2032-2037	46,163,670	36,479,411	82,643,081
2037-2042	55,150,000	19,001,084	74,151,084
2042-2047	54,495,000	5,784,312	60,279,312
Total	<u>\$ 257,793,788</u>	<u>\$ 214,158,571</u>	<u>\$ 471,952,359</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, 2017, the principal balance outstanding was \$3,791,000.

**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.

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

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**NOTE 7 – GENERAL LONG-TERM DEBT (continued)**

**B. Certificates of Participation (continued)**

The annual requirements to amortize all outstanding certificates are as follows:

Fiscal Year	Principal	Interest	Total
2017-2018	\$ 301,600	\$ 332,909	\$ 634,509
2018-2019	315,400	318,256	633,656
2019-2020	328,900	302,954	631,854
2020-2021	347,200	286,896	634,096
2021-2022	365,200	389,977	755,177
2022-2027	3,132,700	2,143,533	5,276,233
2027-2032	1,270,000	1,597,500	2,867,500
2032-2037	1,620,000	1,237,750	2,857,750
2037-2042	2,060,000	737,875	2,797,875
2042-2046	2,050,000	253,375	2,303,375
<b>Total</b>	<b>\$ 11,791,000</b>	<b>\$ 7,601,025</b>	<b>\$ 19,392,025</b>

**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
2017-2018	\$ 295,021	\$ 115,936	\$ 410,957
2018-2019	292,131	107,166	399,297
2019-2020	304,082	98,372	402,454
2020-2021	317,808	89,209	407,017
2021-2022	333,284	79,624	412,908
2022-2027	1,958,950	235,955	2,194,905
2027-2028	462,416	10,360	472,776
	<b>\$ 3,963,692</b>	<b>\$ 736,622</b>	<b>\$ 4,700,314</b>

## OXNARD SCHOOL DISTRICT

### Notes to Financial Statements

June 30, 2017

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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, 2016, is as follows:

	VCSSFA	VCFASTA
Assets	\$ 108,355,693	\$ 50,917
Deferred Outflows of Resources	232,011	-
Liabilities	54,088,115	23,006
Deferred Inflows of Resources	234,741	-
Net Assets	\$ 54,264,848	\$ 27,911
Revenues	\$ 21,779,816	\$ 120,418
Expenses	17,039,020	117,049
Operating Income	4,740,796	3,369
Non-Operating Income	538,968	361
Change in Net Assets	\$ 5,279,764	\$ 3,730

#### 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, 2017, 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 2016-17, 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.

## **OXNARD SCHOOL DISTRICT**

### *Notes to Financial Statements*

*June 30, 2017*

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#### **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, 2017.

##### **C. Construction Commitments**

At June 30, 2017, the District had commitments with respect to unfinished capital projects of approximately \$40 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% 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% 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.

**OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

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**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% simple increase each September 1 following the first anniversary of the date on which the monthly benefit began to accrue. The annual 2% 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 10.25% and plan members under 2% at 62 were required to contribute 9.205% of their salary in 2016-17. The required employer contribution rate for fiscal year 2016-17 was 12.58% 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 2016-17 was 13.888%. The contribution requirements of the plan members are established by State statute.

For the fiscal year ended June 30, 2017, the contributions recognized as part of pension expense for each Plan were as follows:

	CalSTRS	CalPERS
Employer contributions	\$ 10,131,610	\$ 4,456,972
Employer contributions paid by State	\$ 6,055,591	\$ -
Employee contributions paid by employer	\$ -	\$ -

**OXNARD SCHOOL DISTRICT***Notes to Financial Statements**June 30, 2017***NOTE 11 - PENSION PLANS (continued)****B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions**

As of June 30, 2017, the District reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

	Proportionate Share of Net Pension Liability
CalSTRS	\$ 125,365,550
CalPERS	49,987,407
Total Net Pension Liability	<u>\$ 175,352,957</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, 2016, 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, 2015 rolled forward to June 30, 2016 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, 2015 and 2016, was as follows:

	CalSTRS	CalPERS
Proportion - June 30, 2015	0.1500%	0.2457%
Proportion - June 30, 2016	0.1550%	0.2531%
Change - Increase (Decrease)	<u>0.0050%</u>	<u>0.0074%</u>

For the year ended June 30, 2017, the District recognized pension expense of \$22,356,984. At June 30, 2017, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 14,588,582	\$ -
Differences between actual and expected experience	2,149,937	(3,058,150)
Changes in assumptions	-	(1,501,824)
Adjustment due to differences in proportions	22,334,168	-
Net differences between projected and actual earnings on plan investments	<u>22,659,431</u>	<u>(4,936,492)</u>
	<u>\$ 61,732,118</u>	<u>\$ (9,496,466)</u>

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

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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 \$14,588,582 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,	
2018	\$ 6,779,001
2019	6,148,214
2020	8,267,311
2021	4,508,492
2022	91,243
Thereafter	-

**Actuarial Assumptions** – The total pension liabilities in the June 30, 2015 actuarial valuations were determined using the following actuarial assumptions:

	CalSTRS	CalPERS
Valuation Date	June 30, 2015	June 30, 2015
Measurement Date	June 30, 2016	June 30, 2016
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, 2015, valuation were based on the results of an actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can be found on the CalPERS website.

**Discount Rate** – for CalSTRS

The discount rate used to measure the total pension liability was 7.60%. 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%) 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, 2017*

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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%. 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, 2016.

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%	6.30%	5.71%
Global Debt Securities	N/A	20%	N/A	2.43%
Inflation Sensitive	4%	6%	3.80%	3.36%
Private Equity	13%	10%	9.30%	6.95%
Absolute Return/Risk Mitigating Strategies	9%	N/A	2.90%	N/A
Real Estate	13%	10%	5.20%	5.13%
Infrastructure and Forestland	N/A	2%	N/A	5.09%
Fixed Income	12%	N/A	0.30%	N/A
Cash/Liquidity	2%	1%	-1.00%	-1.05%
	<u>100%</u>	<u>100%</u>		



**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2017*

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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	\$ 180,429,300	\$ 74,581,489
Current Discount Rate	7.60%	7.65%
Net Pension Liability	\$ 125,365,550	\$ 49,987,407
1% Increase	8.60%	8.65%
Net Pension Liability	\$ 79,632,800	\$ 29,507,993

***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, 2017, the District reported a payable of \$151,776 and \$34,007 for the outstanding amount of contributions to the CalSTRS and CalPERS pension plans, respectively, required for the fiscal year ended June 30, 2017.

**NOTE 12 - OTHER POSTEMPLOYMENT BENEFITS**

**A. Plan Description**

***Plan administration***

The Oxnard School District Employee Health and Welfare Benefits Trust ("the Trust") administers the Oxnard School District Retiree Benefits Plan ("the Plan") - a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions (OPEB) for all permanent full-time certificated and classified employees of the District.

The operation and administration of the Trust is the joint responsibility of a Board of three (3) Trustees appointed by the District and designated in writing. The Trustees consist of: (1) the District's Assistant Superintendent of Business and Fiscal Services, (2) one member of the District's governing board, and (3) one retiree, appointed by the District's Board of Trustees.

**OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 12 - OTHER POSTEMPLOYMENT BENEFITS**

**A. Plan Description (continued)**

**Plan membership**

At June 30, 2017, the Plan membership consisted of the following:

Inactive plan members or beneficiaries currently receiving benefit payments	227
Inactive plan members entitled to but not yet receiving benefit payments	-
Active plan members	1,087
Total	<u>1,314</u>

Those hired on or after January 1, 2012 have no entitlement to retiree health benefits.

**Benefits provided**

The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

**Contributions**

Article 4 of the Trust By-Laws grants the authority to establish and amend the contribution requirements of the District and plan members to the Trust Board. The Board establishes rates based on an actuarially determined rate. For the fiscal year ended June 30, 2017, the District's average contribution rate was 4.0 percent of covered-employee payroll. Plan members are not required to contribute to the plan.

**B. Investments**

**Investment policy**

The Plan's policy in regard to the allocation of invested assets is established and may be amended by the Trust Board by a majority vote of its members. It is the policy of the Trust Board to invest and reinvest such funds as are necessary for current expenditures or liquid reserves, as they may from time to time determine, in such investments as are legal investments under applicable law. Contributions to the Trust are required to be held by the Treasurer of the County of Ventura in a common investment pool on behalf of the Trust and is required to be managed by the Assistant Superintendent of Business and Fiscal Services as directed by the Trustees. The Board had no adopted asset allocation policy as of June 30, 2017.

**Concentrations**

The Trust's assets are invested 100% in the Ventura County Treasury Investment Pool.

**Rate of return**

For the fiscal year ended June 30, 2017, the annual money-weighted rate of return on investments, net of investment expenses, was 1.133%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

**OXNARD SCHOOL DISTRICT**  
*Notes to Financial Statements*  
 June 30, 2017

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**NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)**

**C. Changes in the Net OPEB Liability of the District**

The changes in the net OPEB liability of the District at June 30, 2017 were as follows:

	<u>Total OPEB Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Net OPEB Liability</u>
<b>Balance at July 1, 2016</b>	\$ 83,208,398	\$ 8,003,779	\$ 75,204,619
<b>Changes for the year:</b>			
Service cost	4,724,237	-	4,724,237
Interest	2,927,328	-	2,927,328
Employer contributions	-	4,224,791	(4,224,791)
Actual investment income	-	44,421	(44,421)
Benefit payments	(3,735,257)	(3,735,257)	-
Net changes	3,916,308	533,955	3,382,353
<b>Balance at June 30, 2017</b>	<u>\$ 87,124,706</u>	<u>\$ 8,537,734</u>	<u>\$ 78,586,972</u>

**Actuarial assumptions**

The total OPEB liability was determined by an actuarial valuation as of June 30, 2017, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75 percent
Salary increases	2.75 percent
Investment rate of return	3.50 percent
Healthcare cost trend rates	4.00 percent

Following are the tables the mortality assumptions are based upon.

**2009 CalSTRS Mortality**

The mortality assumptions are based on the 2009 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

**2009 CalPERS Retiree and Active Mortality for Miscellaneous Employees**

The mortality assumptions are based on the 2009 CalPERS Retiree and Active Mortality for Miscellaneous Employees tables created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Following are the tables the retirement and turnover assumptions are based upon.

**2009 CalSTRS Retirement Rates**

The retirement assumptions are based on the 2009 CalSTRS Retirement Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

**OXNARD SCHOOL DISTRICT***Notes to Financial Statements**June 30, 2017***NOTE 12 – OTHER POSTEMPLOYMENT BENEFITS (continued)****C. Changes in the Net OPEB Liability of the District (continued)****2009 CalPERS Retirement Rates for School Employees**

The retirement assumptions are based on the 2009 CalPERS Retirement Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

**2009 CalSTRS Termination Rates**

The turnover assumptions are based on the 2009 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

**2009 CalPERS Termination Rates for School Employees**

The turnover assumptions are based on the 2009 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

**Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates**

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (3.0 percent) or 1-percentage-point higher (5.0 percent) than the current healthcare cost trend rates:

	1% Decrease (3%)	Healthcare Cost Trend Rates (4%)	1% Increase (5%)
Net OPEB liability (asset)	\$ 73,364,817	\$ 78,586,972	\$ 83,050,243

**Discount Rate**

The discount rate used to measure the total OPEB liability was 3.5 percent. We assumed that contributions would be sufficient to fully fund the obligation over a period not to exceed 30 years. We used historic 30-year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 25 basis points. Following is the assumed asset allocation and assumed rate of return for each:

Asset Class	Percentage of Portfolio	Long-Term Expected Real Rate of Return
Intermediate-Term Government Bonds	30.0%	4.500%
Long-Term Corporate Bonds	30.0%	5.295%
Long-Term Government Bonds	30.0%	4.500%
Short-Term Government Bonds	10.0%	3.250%

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

**OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 12 - OTHER POSTEMPLOYMENT BENEFITS (continued)**

**Sensitivity of the net OPEB liability to changes in the discount rate**

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.5 percent) or 1-percentage-point higher (4.5 percent) than the current discount rate:

	1% Decrease (2.5%)	Discount Rate (3.5%)	1% Increase (4.5%)
Net OPEB liability (asset)	\$ 85,590,715	\$ 78,586,972	\$ 72,106,590

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

For the fiscal year ended June 30, 2017, the District recognized OPEB expense of \$7,607,144. The District has no deferred outflows of resources or deferred inflows of resources related to OPEB as of June 30, 2017.

**Payable to the OPEB Plan**

At June 30, 2017, the District reported a payable of \$4,224,791 for the outstanding amount of contributions to the Plan required for the year ended June 30, 2017.

**NOTE 13 - ADJUSTMENT FOR RESTATEMENT**

The beginning net position on the Statement of Activities has been restated by \$54,412,602 as required by the early implementation of GASB No. 75, which is described in further detail in Note 1.I.

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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, 2017*

	Budgeted Amounts		Actual* (Budgetary Basis)	Variance with Final Budget - Pos (Neg)
	Original	Final		
<b>Revenues</b>				
LCFF Sources	\$ 158,919,271	\$ 161,789,368	\$ 158,958,238	\$ (2,831,130)
Federal Sources	14,349,531	10,798,120	14,317,936	3,519,816
Other State Sources	12,086,112	8,626,942	20,199,976	11,573,034
Other Local Sources	9,123,504	8,701,043	8,815,196	114,153
<b>Total Revenues</b>	<b>194,478,418</b>	<b>189,915,473</b>	<b>202,291,346</b>	<b>12,375,873</b>
<b>Expenditures</b>				
<b>Current:</b>				
Certificated Salaries	80,410,975	83,876,735	85,155,097	(1,278,362)
Classified Salaries	28,105,321	31,134,848	29,921,324	1,213,524
Employee Benefits	38,083,062	41,311,287	44,085,978	(2,774,691)
Books and Supplies	19,147,613	18,509,590	10,733,433	7,776,157
Services and Other Operating Expenditures	20,943,793	20,410,888	24,401,810	(3,990,922)
Transfers of Indirect Costs	(431,013)	(567,122)	(445,095)	(122,027)
Capital Outlay	3,583,000	3,388,574	2,713,480	675,094
Other Outgo	2,344,000	3,016,869	3,290,208	(273,339)
Debt Service	522,937	570,957	524,936	46,021
<b>Total Expenditures</b>	<b>192,709,688</b>	<b>201,652,626</b>	<b>200,381,171</b>	<b>1,271,455</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,768,730	(11,737,153)	1,910,175	13,647,328
<b>Other Financing Sources and Uses</b>				
Interfund Transfers Out	(1,407,124)	(1,407,124)	(324,349)	1,082,775
Excess (Deficiency) of Revenues and Other Expenditures and Other Financing Uses	361,606	(13,144,277)	1,585,826	14,730,103
Fund Balances, July 1, 2016	12,869,129	39,059,438	38,311,199	(748,239)
Fund Balances, June 30, 2017	\$ 13,230,735	\$ 25,915,161	\$ 39,897,025	\$ 13,981,864

\* 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, 2017*

	Budgeted Amounts		Actual (Budgetary Basis)	Variance with Final Budget - Pos (Neg)
	Original	Final		
<b>Revenues</b>				
Federal Sources	\$ 7,600,351	\$ 8,812,871	\$ 9,258,637	\$ 445,766
Other State Sources	578,097	655,768	573,021	(82,747)
Other Local Sources	557,404	844,000	841,653	(2,347)
Total Revenues	8,735,852	10,312,639	10,673,311	360,672
<b>Expenditures</b>				
Current:				
Classified Salaries	3,906,158	3,994,118	3,917,422	76,696
Employee Benefits	1,225,312	1,328,125	1,202,892	125,233
Books and Supplies	4,447,000	4,787,300	5,168,465	(381,165)
Services and Other Operating Expenditures	178,950	111,250	61,961	49,289
Transfers of Indirect Costs	385,556	512,540	402,506	110,034
Capital Outlay	-	30,000	-	30,000
Total Expenditures	10,142,976	10,763,333	10,753,246	10,087
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,407,124)	(450,694)	(79,935)	370,759
<b>Other Financing Sources and Uses</b>				
Interfund Transfers In	1,407,124	1,422,142	165,640	(1,256,502)
Total Other Financing Sources and Uses	1,407,124	1,422,142	165,640	(1,256,502)
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses:	-	971,448	85,705	(885,743)
Fund Balances, July 1, 2016	-	49,972	49,972	-
Fund Balances, June 30, 2017	\$ -	\$ 1,021,420	\$ 135,677	\$ (885,743)

**OXNARD SCHOOL DISTRICT***Schedule of Proportionate Share of the Net Pension Liability  
For the Fiscal Year Ended June 30, 2017*

	Last Ten Fiscal Years*		
	2016	2015	2014
<b>CalSTRS</b>			
District's proportion of the net pension liability	0.1550%	0.1500%	0.1270%
District's proportionate share of the net pension liability	\$ 125,365,550	\$ 100,986,000	\$ 74,214,990
State's proportionate share of the net pension liability associated with the District	71,378,879	53,410,318	44,814,665
Totals	\$ 196,744,429	\$ 154,396,318	\$ 119,029,655
District's covered-employee payroll	\$ 76,798,239	\$ 70,452,489	\$ 63,059,794
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	163.24%	143.34%	117.69%
Plan fiduciary net position as a percentage of the total pension liability	70%	74%	77%
<b>CalPERS</b>			
District's proportion of the net pension liability	0.2531%	0.2457%	0.2290%
District's proportionate share of the net pension liability	\$ 49,987,407	\$ 36,216,423	\$ 25,974,371
District's covered-employee payroll	\$ 30,393,939	\$ 27,191,989	\$ 23,660,479
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	164.47%	133.19%	109.78%
Plan fiduciary net position as a percentage of the total pension liability	74%	79%	83%

\* 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 Pension Contributions*  
*For the Fiscal Year Ended June 30, 2017*

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Last Ten Fiscal Years\*

	<u>2017</u>	<u>2016</u>	<u>2015</u>
<b>CalSTRS</b>			
Contractually required contribution	\$ 10,131,610	\$ 8,240,451	\$ 6,256,181
Contributions in relation to the contractually required contribution	<u>10,131,610</u>	<u>8,240,451</u>	<u>6,256,181</u>
Contribution deficiency (excess):	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered-employee payroll	<u>\$ 80,537,440</u>	<u>\$ 76,798,239</u>	<u>\$ 70,452,489</u>
Contributions as a percentage of covered-employee payroll	<u>12.58%</u>	<u>10.73%</u>	<u>8.88%</u>
<b>CalPERS</b>			
Contractually required contribution	\$ 4,456,972	\$ 3,600,770	\$ 3,200,769
Contributions in relation to the contractually required contribution	<u>4,456,972</u>	<u>3,600,770</u>	<u>3,200,769</u>
Contribution deficiency (excess):	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered-employee payroll	<u>\$ 32,092,252</u>	<u>\$ 30,393,939</u>	<u>\$ 27,191,989</u>
Contributions as a percentage of covered-employee payroll	<u>13.888%</u>	<u>11.847%</u>	<u>11.771%</u>

\* 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 Changes in the District's Net OPEB Liability and Related Ratios  
For the Fiscal Year Ended June 30, 2017*

	<u>2017</u>
<b>Total OPEB liability</b>	
Service cost	\$ 4,724,237
Interest	2,927,328
Changes of benefit terms	-
Differences between expected and actual experience	-
Changes of assumptions	-
Benefit payments	<u>(3,735,257)</u>
<b>Net change in total OPEB liability</b>	3,916,308
<b>Total OPEB liability - beginning</b>	<u>83,208,398</u>
<b>Total OPEB liability - ending</b>	<u>\$ 87,124,706</u>
<b>Plan fiduciary net position</b>	
Contributions - employer	\$ 4,224,791
Net investment income	44,421
Benefit payments	(3,735,257)
Administrative expense	-
<b>Net change in plan fiduciary net position</b>	<u>533,955</u>
<b>Plan fiduciary net position - beginning</b>	<u>8,003,779</u>
<b>Plan fiduciary net position - ending</b>	<u>\$ 8,537,734</u>
<b>District's net OPEB liability</b>	<u>\$ 78,586,972</u>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<u>9.80%</u>
<b>Covered-employee payroll</b>	<u>\$ 76,652,596</u>
<b>District's net OPEB liability as a percentage of covered-employee payroll</b>	<u>102.52%</u>

**Notes to Schedule:**

There were no benefits changes of changes of assumptions during the year.

*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 OPEB Contributions*  
*For the Fiscal Year Ended June 30, 2017*

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	<u>2017</u>
Statutorily or contractually required contribution	\$ 4,224,791
Contributions in relation to the statutorily or contractually required contribution	<u>4,224,791</u>
Contribution deficiency (excess)	<u>\$ -</u>
Covered-employee payroll	<u>\$ 76,652,596</u>
Contributions as a percentage of covered-employee payroll	<u>5.51%</u>

**Notes to Schedule:**

*Valuation date:* June 30, 2017

*Other information:*

The actuary did not calculate an actuarially determined contribution amount. The District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 30 years:

*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 Investment Returns*  
*For the Fiscal Year Ended June 30, 2017*

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2017

Annual money-weighted rate of return, net of investment expense	1.133%
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*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, 2017*

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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 Pension 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.

#### **Schedule of Changes in the District's Net OPEB Liability and Related Ratios, Schedule of OPEB Contributions, and Schedule of Investment Returns**

These schedules are required to be presented under GASB Statement No. 74 to present additional information regarding the District's plan for providing benefits other than pensions to its retirees.



**OXNARD SCHOOL DISTRICT**

*Notes to Required Supplementary Information  
For the Fiscal Year Ended June 30, 2017*

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**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**

There were no changes of assumptions.

**NOTE 3 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS**

At June 30, 2017, the District incurred the following excess of expenditures over appropriations in individual major funds presented in the Budgetary Comparison Schedule:

General Fund:		
Certificated Salaries	\$	1,278,362
Employee Benefits		2,774,691
Services and Other Operating Expenditures		3,990,922
Transfers of Indirect Costs		122,027
Other Outgo		273,339
Cafeteria Fund:		
Books and Supplies		381,165

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*Supplementary Information*

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## **OXNARD SCHOOL DISTRICT**

*Local Educational Agency Organization Structure  
June 30, 2017*

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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>
Mr. Ernest "Mo" Morrison	President	November, 2018
Mrs. Debra Cordes	Clerk	November, 2018
Mrs. Veronica Robles-Solis	Member	November, 2018
Ms. Monica Madrigal Lopez	Member	November, 2020
Mr. Denis O'Leary	Member	November, 2020

### **DISTRICT ADMINISTRATORS**

Dr. Cesar Morales,  
*Superintendent*

Ms. Lisa Cline,<sup>1</sup>  
*Deputy Superintendent, Business and Fiscal Services*

Ms. Robin Freeman,  
*Assistant Superintendent, Educational Services*

Dr. Jesus Vaca,  
*Assistant Superintendent, Human Resources and Support Services*

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<sup>1</sup> Resigned effective July 1, 2017. The position is currently held by Janet Penanhoat.

**OXNARD SCHOOL DISTRICT**  
*Schedule of Average Daily Attendance*  
*For the Fiscal Year Ended June 30, 2017*

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	<b>Second Period Report</b>	<b>Annual Report</b>
	Certificate No. (58080B55)	Certificate No. (CEF3A4C7)
<b>Regular ADA:</b>		
Transitional Kindergarten through Third	7,297.04	7,301.23
Fourth through Sixth	5,488.50	5,492.45
Seventh and Eighth	3,376.09	3,377.61
Total Regular ADA	<u>16,161.63</u>	<u>16,171.29</u>
<b>Special Education - Nonpublic, Nonsectarian Schools:</b>		
Transitional Kindergarten through Third	5.63	5.81
Fourth through Sixth	0.95	0.95
Seventh and Eighth	4.67	5.01
Total Special Education, Nonpublic, Nonsectarian Schools	<u>11.25</u>	<u>11.77</u>
Total ADA	<u><u>16,172.88</u></u>	<u><u>16,183.06</u></u>

**OXNARD SCHOOL DISTRICT**  
*Schedule of Instructional Time*  
*For the Fiscal Year Ended June 30, 2017*

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<u>Grade Level</u>	<u>Required</u>	<u>2016-2017 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
Kindergarten	36,000	49,122	180	Complied
Grade 1	50,400	53,892	180	Complied
Grade 2	50,400	53,892	180	Complied
Grade 3	50,400	53,892	180	Complied
Grade 4	54,000	54,783	180	Complied
Grade 5	54,000	54,783	180	Complied
Grade 6	54,000	61,281	180	Complied
Grade 7	54,000	61,281	180	Complied
Grade 8	54,000	61,281	180	Complied

**OXNARD SCHOOL DISTRICT**  
*Schedule of Financial Trends and Analysis*  
*For the Fiscal Year Ended June 30, 2017*

General Fund	(Budget) 2018 <sup>2</sup>	2017 <sup>3</sup>	2016 <sup>4</sup>	2015
Revenues and other financing sources	\$ 189,892,713	\$ 202,298,707	\$ 201,613,578	\$ 165,166,567
Expenditures	196,545,136	200,381,171	180,827,018	167,173,652
Other uses and transfers out	450,694	316,988	665,992	574,168
Total outgo	196,995,830	200,698,159	181,493,010	167,747,820
Change in fund balance (deficit)	(7,103,117)	1,600,548	20,120,568	(2,581,253)
Ending fund balance	\$ 32,808,630	\$ 39,911,747	\$ 38,311,199	\$ 18,190,631
Available reserves <sup>1</sup>	\$ 14,381,314	\$ 20,119,090	\$ 18,060,044	\$ 8,207,074
Available reserves as a percentage of total outgo	7.3%	10.0%	10.0%	4.9%
Total long-term debt <sup>4</sup>	\$ 543,689,156	\$ 550,491,914	\$ 425,398,347	\$ 298,662,367
Average daily attendance at P-2	16,173	16,173	16,359	16,400

The General Fund balance has increased by \$21,721,116 over the past two years. The fiscal year 2017-18 adopted budget projects an decrease of \$7,103,117. 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 deficit during the 2017-18 fiscal year. Long-term debt has increased by \$251,829,547 over the past two years.

Average daily attendance has decreased by 227 over the past two years. ADA is not anticipated to decrease during fiscal year 2017-18.

<sup>1</sup> Available reserves consist of all unassigned fund balances in the General Fund.

<sup>2</sup> Revised Final Budget September, 2017.

<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.

<sup>4</sup> As restated



**OXNARD SCHOOL DISTRICT**

*Reconciliation of Annual Financial and Budget Report with Audited Financial Statements  
For the Fiscal Year Ended June 30, 2017*

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	<u>General Fund</u>
June 30, 2017, annual financial and budget report fund balance	\$ 40,755,307
Adjustments and reclassifications:	
Increase (decrease) in total fund balance:	
Accounts payable understated	<u>858,282</u>
June 30, 2017, audited financial statement fund balance	<u>\$ 39,897,025</u>
Fund balance of Special Reserve Fund for Other Than Capital Outlay Projects reported within the General Fund	<u>124,042</u>
June 30, 2017, reported General Fund balance	<u><u>\$ 40,021,067</u></u>

**OXNARD SCHOOL DISTRICT**  
*Schedule of Expenditures of Federal Awards*  
*For the Fiscal Year Ended June 30, 2017*

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CPDA 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	\$ 1,456,405	
National School Lunch Program	10.555	13523	6,359,919	
USDA Donated Foods	10.555	N/A	1,008,055	
Summer Food Service Program Operations	10.559	13004	34,528	
Total Child Nutrition Cluster				\$ 8,858,907
Fresh Fruit and Vegetable Program	10.582	14968		399,730
Total U.S.Department of Agriculture				9,258,637
U.S.Department of Education:				
Elementary and Secondary School Counseling Program	84.215E	N/A		735,966
Magnet Schools Assistance Program	84.165A	N/A		2,480,480
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		3,747,939
Title II, Part A, Supporting Effective Instruction State Grant	84.367	14341		624,132
Title III, Immigrant Education Program	84.365	15146	36,464	
Title III, Limited English Proficiency	84.365	14346	785,668	
Total English Language Acquisition Grants Cluster				822,132
Passed through Ventura County SELPA:				
Individuals with Disabilities Education Act (IDEA):				
Local Assistance Entitlement	84.027	13379	3,484,274	
IDEA Local Assistance, Part B, Sec 611, Private School ISPs	84.027	10115	781	
IDEA Preschool Grants, Part B, Section 619	84.173	13430	143,463	
IDEA Preschool Local Entitlement, Part B, Section 611	84.027A	13682	493,406	
Total Special Education (IDEA) Cluster				4,121,924
Total U.S.Department of Education				12,532,573
U.S.Department of Health & Human Services:				
Passed through California Dept. of Education:				
Medi-Cal Billing Option	93.778	10013	245,401	
Medi-Cal Administrative Activities (MAA)	N/A	10060	554,273	
Total Medicaid Cluster				799,674
Total U.S. Department of Health & Human Services				799,674
Total Expenditures of Federal Awards				\$ 22,590,884

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, 2017

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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.

#### 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.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances and the related expenditures reported on the Schedule of Expenditures of Federal Awards. The reconciling amounts represent Federal funds that have been recorded as revenues that have not been expended by June 30, 2017.

	CFDA Number	Amount
Total Federal Revenues from the Statement of Revenues, Expenditures, and Changes in Fund Balances		\$ 22,473,261
Differences between Federal Revenues and Expenditures:		
Title III, Immigrant Education Program	84.365	17,598
Title III, Limited English Proficiency	84.365	58,916
Medi-Cal Billing Option	93.778	197,993
Medi-Cal Administrative Activities	Not Applicable	(156,884)
Total Schedule of Expenditures of Federal Awards		<u>\$ 22,590,884</u>

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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, 2017, 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 December 8, 2017.

**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.

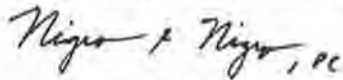
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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.



Murrieta, California  
December 8, 2017





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 2016-17 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, 2017.

Management's Responsibility

Management is responsible for compliance with state laws, regulations, and the terms and conditions of 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 on the following page. 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 2016-17 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 on the following page that could have a direct and material effect on a state 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 state program. However, our audit does not provide a legal determination of Oxnard School District's compliance.

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with the State laws and regulations applicable to the following items:

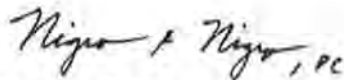
Table with 2 columns: Description and Procedures Performed. Rows include Attendance, Teacher Certification and Misassignments, Kindergarten Continuance, Independent Study, Continuation Education, Instructional Time, Instructional Materials, and Ratio of Administrative Employees to Teachers.

Description	Procedures Performed
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
Mental Health Expenditures	No (see below)
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

We did not perform testing for independent study because the ADA was under the level that requires testing. We did not perform testing for mental health expenditures because the District did not have any expenditures during the year.

***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, 2017.



Murrieta, California  
December 8, 2017



**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, 2017. 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, 2017.

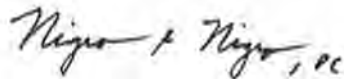
**Report on Internal Control Over Compliance**

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. 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  
December 8, 2017

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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, 2017*

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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>84.165A</u>	<u>Magnet Schools Assistance Program</u>
<u>84.027, 84.173,</u>	
<u>84.027A</u>	<u>Special Education (IDEA) Cluster</u>
<u>93.778</u>	<u>Medicaid Cluster</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, 2017*

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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 2016-17.*



**OXNARD SCHOOL DISTRICT**

*Schedule of Audit Findings and Questioned Costs  
For the Fiscal Year Ended June 30, 2017*

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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 2016-17.*

**OXNARD SCHOOL DISTRICT**

*Schedule of Audit Findings and Questioned Costs  
For the Fiscal Year Ended June 30, 2017*

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**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 2016-17.*

**OXNARD SCHOOL DISTRICT**  
*Summary Schedule of Prior Audit Findings*  
*For the Fiscal Year Ended June 30, 2017*

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*There were no findings or questioned costs in 2015-16.*

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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, 2017, 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 December 8, 2017, on the financial statements of Oxnard School District.

### **ASSOCIATED STUDENT BODY (ASB) FUNDS**

**Observation:** During our testing of cash receipts, we found that many deposits at the tested sites were either lacking supporting documentation, or the documentation was incomplete. Without adequate and complete supporting documentation, we could not verify whether all cash collected had been deposited intact and into the correct ASB account. Sound internal controls for handling cash discourage theft of ASB funds and protect those who handle the cash. It is important to tie all proceeds to the specific fundraiser from which they were generated and to ensure that all proceeds from an event are turned in and properly accounted for.

**Recommendation:** We recommend that before any events are held, control procedures should be established that will allow for the reconciliation between money collected and fundraiser sales. Additionally, we recommend that the District further investigate the sites who are consistently missing supporting documentation, as this is an indication that funds may be missing.

**Observation:** During our review of disbursements, we noted that some of the disbursements were lacking approval of one of three required individuals. Furthermore, we noted several disbursements that lacked evidence the goods had been received. Moreover, a disbursement was noted that appears to be unallowable or questionable.

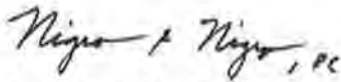
**Recommendation:** Education Code Section 48933(b) requires all expenditures from ASB funds be authorized by a student representative, an advisor, and a district representative (usually a principal or vice-principal) prior to disbursing the funds. As a "best practice", approval by required parties should be obtained before the actual commitment to purchase the items in order to ensure the expense is a proper use of student-body funds and falls within budgetary guidelines. We recommend that the sites adopt a procedure to pre-approve disbursements using a purchase order to ensure compliance. Additionally, we recommend dating all approvals to eliminate doubt as to when the approval occurred. We also recommend that sites document a physical receipt of the goods or services on the corresponding invoice, packing slip, or other documentation, such as writing "ok to pay" or "received" and initialing the document prior to issuing the check for payment. This ensures that payment is not being made for items received incorrectly or not received at all.

**DISTRICT OFFICE**

**Observation:** During our test of cash disbursements, we noted expenditures that lacked preapproval. Additionally, expenditures were noted that exceeded the amount approved on the Purchase Order.

**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. Additionally, the district should ensure that invoices do not exceed approved amounts for budgetary purposes.

We will review the status of the current year comments during our next audit engagement.



Murrieta, California  
December 8, 2017

# **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 01/17/18

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 D GENERAL OBLIGATION BOND BUILDING FUND OF OXNARD SCHOOL DISTRICT AUDIT REPORT, JUNE 30, 2017 (Penanhoat/Crandall Plasencia)**

In November 2016, a general obligation bond proposition (Measure D) 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 D General Obligation Bond Building Fund of Oxnard School District Audit Report June 30, 2017, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2017.

### **ADDITIONAL MATERIAL**

Attached: Measure D General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2017 (19 pages)

**MEASURE "D" GENERAL  
OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

**AUDIT REPORT**

**For the Fiscal Year Ended  
June 30, 2017**





**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*For the Fiscal Year Ended June 30, 2017*

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***Financial Section***

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**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Introduction and Citizens’ Oversight Committee Member Listing  
June 30, 2017*

---

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 8, 2016, the voters of the Oxnard School District approved by more than 55% Measure “D”, authorizing the issuance and sale of \$142,000,000 of general obligation bonds. On March 30, 2017, the District issued Series A of the Election of 2016 General Obligation Bonds in the amount of \$81,000,000. The bonds were issued to replace portable classrooms and modernize and construct adult classrooms and support 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, 2017:

<u>Name</u>	<u>Title</u>	<u>Representation</u>
Pedro A. Chavez	Chair	Business Representative
Lisa Latimer	Vice Chair	At-Large Community Member
Doris Vasquez	Member	Senior Citizen's Organization
John Jay	Member	Taxpayer Organization Member
Michelle Larios	Member	Parent/Guardian of Child in District
Will Ray Jr	Member	Parent/Guardian of Child in District and Active in Parent Teacher Organization
William Belcher	Member	At-Large Community Member

## 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 "D" General Obligation Bond Building Fund of Oxnard School District, as of and for the fiscal year ended June 30, 2017, 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

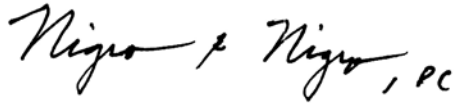
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "D" General Obligation Bond Building Fund of Oxnard School District, as of June 30, 2017, and the changes in financial position thereof for the fiscal year then ended 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 “D” 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, 2017, 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 19, 2017, 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.

Handwritten signature in cursive script that reads "Nigro & Nigro, PC".

Murrieta, California  
December 19, 2017

**MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Balance Sheet*

*June 30, 2017*

---

	<b>Measure "D"</b>
	<b>Building Fund</b>
<b>ASSETS</b>	
Cash	\$ 80,310,658
Accounts receivable	177,455
Due from other funds	<u>79,522</u>
Total Assets	<u><u>\$ 80,567,635</u></u>
<b>LIABILITIES AND FUND BALANCE</b>	
Liabilities	
Accounts payable	\$ 43,135
Due to other funds	<u>917</u>
Total Liabilities	44,052
Fund Balance	
Restricted for capital projects	<u>80,523,583</u>
Total Liabilities and Fund Balance	<u><u>\$ 80,567,635</u></u>

**MEASURE "D" 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, 2017*

---

	<b>Measure "D" Building Fund</b>
<b>REVENUES</b>	
Interest earnings	\$ 179,217
Total Revenues	<u>179,217</u>
<b>EXPENDITURES</b>	
Current:	
Services and other operating expenditures	657
Capital outlay	379,977
Debt issuance costs	<u>275,000</u>
Total Expenditures	<u>655,634</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(476,417)
<b>OTHER FINANCING SOURCES (USES)</b>	
Proceeds from bond issuances	<u>81,000,000</u>
Net Change in Fund Balance	80,523,583
Fund Balance, July 1, 2016	<u>-</u>
Fund Balance, June 30, 2017	<u>\$ 80,523,583</u>

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

---

**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES**

**A. Reporting Entity**

On November 8, 2016, the District voters authorized \$142,500,000 in General Obligation Bonds (Measure “D”) 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 “D”.

The Bond proceeds are accounted for in the District’s Building Fund (21.4), where they are expended for the approved projects. The statements presented are for the individual Measure “D” 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 “D” 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 "D" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

---

**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 "D" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

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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, 2017, 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, 2017, in the amount of \$177,455 represents amounts due from the Ventura County Treasurer for interest earnings for the quarter ended June 30, 2017.

**NOTE 4 – INTERFUND ACTIVITIES**

Balances due/to other funds at June 30, 2017, consisted of the following:

**Due From Other Funds**

Due from Measure "D" to Measure "R" to reclassify expenditures	\$ 79,522
--	-----------

**Due To Other Funds**

Due from the Building Fund to the County School Facilities Fund for Ventura County Star newspaper expenses	\$ 917
--	--------

**NOTE 5 – MEASURE "D" GENERAL OBLIGATION BONDS**

On March 30, 2017, the District issued \$81.0 million of Series A of the Election of 2016 General Obligation 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 "D" Bonds issued and outstanding as of June 30, 2017, are as follows:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2016	Additions	Deductions	Outstanding, June 30, 2017
<b>Measure D (2016)</b>								
Series A	3.5 to 5.0%	3/30/2017	8/1/2046	\$ 81,000,000	\$ -	\$ 81,000,000	\$ -	\$ 81,000,000

**MEASURE “D” GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 5 – MEASURE “D” GENERAL OBLIGATION BONDS (continued)**

The requirements to amortize outstanding Measure “D” general obligation bonds are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017-18	\$ -	\$ 3,298,772	\$ 3,298,772
2018-19	-	3,945,375	3,945,375
2019-20	-	3,945,375	3,945,375
2020-21	-	3,945,375	3,945,375
2021-22	-	3,945,375	3,945,375
2022-27	780,000	19,685,625	20,465,625
2027-32	5,435,000	19,015,363	24,450,363
2032-37	12,770,000	16,816,500	29,586,500
2037-42	23,430,000	12,368,500	35,798,500
2042-47	38,585,000	4,766,600	43,351,600
Total	<u>\$ 81,000,000</u>	<u>\$ 91,732,860</u>	<u>\$ 172,732,860</u>

**NOTE 6 – CONSTRUCTION COMMITMENTS**

At June 30, 2017, the District had commitments with respect to unfinished capital projects of \$39.9 million to be paid from a combination of state and local funds.

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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 "D" General Obligation Bond Building Fund of Oxnard School District, as of and for the year ended June 30, 2017, and the related notes to the financial statements, and have issued our report thereon dated December 19, 2017.

**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.

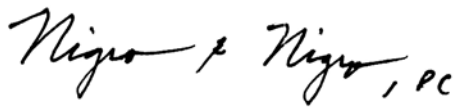
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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 19, 2017



## 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 "D" General Obligation Bond for the fiscal year ended June 30, 2017, 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 (21.4) 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 "D".
- 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, 2016 to June 30, 2017. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2017 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, 2017 for the Measure "D" 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 "D" with regards to the approved bond projects list. We performed the following procedures:

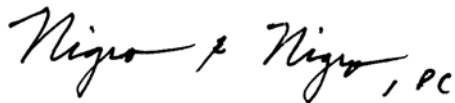
To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.
- We tested \$205,858 in bond fund invoices paid (approximately 91%). 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 "D" election documents.
- We verified that funds from the Building Fund (21.4) 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 (21.4) 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 bidding 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 "D" 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 19, 2017



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## ***Findings and Responses***

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**MEASURE "D" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**  
*Schedule of Audit Findings and Responses*  
*June 30, 2017*

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*There were no audit findings in 2016-17.*

# BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 01/17/18

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, 2017 (Penanhoat/Crandall Plasencia)

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, 2017, prepared by the firm of Nigro & Nigro, PC is hereby presented to the Board.

### FISCAL IMPACT

None.

### RECOMMENDATION

It is the recommendation of the Assistant 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, 2017.

### ADDITIONAL MATERIAL

Attached: Measure R General Obligation Bond Building Fund of Oxnard School District Audit Report, June 30, 2017 (20 pages)

**MEASURE "R" GENERAL  
OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

**AUDIT REPORT**

**For the Fiscal Year Ended  
June 30, 2017**



**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*For the Fiscal Year Ended June 30, 2017*

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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, 2017*

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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, 2017:

<u>Name</u>	<u>Title</u>	<u>Representation</u>
Crittenden Ward	Chair	At-Large Community Member
Jessica Vargas	Vice Chair	Parent/Guardian of Child in District and Active in Parent Teacher Organization
Nancy Lindholm	Member	Business Representative
Charles McLaughlin	Member	Taxpayer Organization Member
Alyssa Maria	Member	Parent/Guardian of Child in District
Karen Hill Scott	Member	At-Large Community Member
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, 2017, 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, 2017, 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.

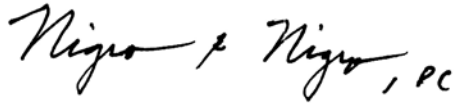


**Emphasis of Matter**

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, 2017, 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 19, 2017, 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 19, 2017

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Balance Sheet*

*June 30, 2017*

---

	<b>Measure "R" Building Fund</b>
<b>ASSETS</b>	
Cash	\$ 27,441,923
Accounts receivable	115,419
	<hr/>
Total Assets	\$ 27,557,342
	<hr/> <hr/>
<b>LIABILITIES AND FUND BALANCE</b>	
Liabilities	
Accounts payable	\$ 1,908,416
Due to other funds	90,499
	<hr/>
Total Liabilities	1,998,915
Fund Balance	
Restricted for capital projects	25,558,427
	<hr/>
Total Liabilities and Fund Balance	\$ 27,557,342
	<hr/> <hr/>

**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, 2017*

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	<b>Measure "R" Building Fund</b>
<b>REVENUES</b>	
Interest earnings	\$ 310,465
Other local revenue	41,579
	<hr/>
Total Revenues	352,044
	<hr/>
<b>EXPENDITURES</b>	
Current:	
Services and other operating expenditures	1,635,994
Capital outlay	18,655,364
	<hr/>
Total Expenditures	20,291,358
	<hr/>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(19,939,314)
Fund Balance, July 1, 2016	45,497,741
	<hr/>
Fund Balance, June 30, 2017	\$ 25,558,427
	<hr/> <hr/>

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

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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, 2017*

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**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, 2017*

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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, 2017, 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, 2017, in the amount of \$115,419 represents amounts due from the Ventura County Treasurer for interest earnings for the quarter ended June 30, 2017.

**NOTE 4 – INTERFUND ACTIVITIES**

Balances due/to other funds at June 30, 2017, consisted of the following:

Due from Measure "D" to Measure "R" to reclassify expenditures	\$ 79,522
Due from the Building Fund to the County School Facilities Fund for Ventura County Star newspaper expenses	10,977
Total	<u><u>\$ 90,499</u></u>

**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" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**

*Notes to Financial Statements*

*June 30, 2017*

**NOTE 5 – MEASURE "R" GENERAL OBLIGATION BONDS (continued)**

Measure "R" Bonds issued and outstanding as of June 30, 2017, are as follows:

Bond	Interest Rate	Date of Issue	Maturity Date	Amount of Original Issue	Outstanding, July 1, 2016	Additions	Deductions	Outstanding, June 30, 2017
<b>Measure R (2012)</b>								
Series A	2.0% to 5.0%	12/27/2012	8/1/2043	\$ 18,390,000	\$ 17,690,000	\$ -	\$ 290,000	\$ 17,400,000
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	-	710,000	29,650,000
					<u>\$ 89,300,000</u>	<u>\$ -</u>	<u>\$ 1,000,000</u>	<u>\$ 88,300,000</u>

The requirements to amortize outstanding Measure "R" general obligation bonds are as follows:

Fiscal Year	Principal	Interest	Total
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
2021-22	380,000	2,847,231	3,227,231
2022-27	5,030,000	18,697,557	23,727,557
2027-32	11,990,000	16,764,031	28,754,031
2032-37	21,780,000	13,022,356	34,802,356
2037-42	31,720,000	6,632,584	38,352,584
2042-45	15,910,000	1,071,713	16,981,713
Total	<u>\$ 88,300,000</u>	<u>\$ 73,580,796</u>	<u>\$ 161,880,796</u>

**NOTE 6 – CONSTRUCTION COMMITMENTS**

At June 30, 2017, the District had commitments with respect to unfinished capital projects of \$39.9 million to be paid from a combination of state and local funds.

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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, 2017, and the related notes to the financial statements, and have issued our report thereon dated December 19, 2017.

**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.

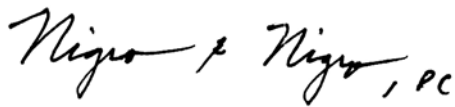
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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  
December 19, 2017

## 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, 2017, 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, 2016 to June 30, 2017. The expenditures tested included all object and project codes associated with the bond projects. Expenditures incurred subsequent to June 30, 2017 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, 2017 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:

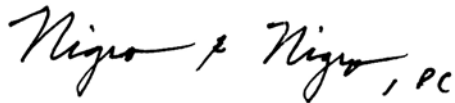
To meet our objectives, audit tests were performed and included, but were not limited to the following:

- We verified that bond funds were deposited in the District's name and invested in accordance with applicable legal requirements.
- We tested approximately \$8.2 million in bond fund invoices paid (approximately 41%), which is a combination of 2016-17 expenditures and payments on liabilities accrued as of June 30, 2017 and paid in 2017-18. 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 site at Lemonwood Elementary School 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 bidding 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 19, 2017

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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, 2017*

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*There were no audit findings in 2016-17.*

**MEASURE "R" GENERAL OBLIGATION BOND BUILDING FUND OF  
OXNARD SCHOOL DISTRICT**  
*Summary Schedule of Prior Audit Findings*  
*June 30, 2017*

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*There were no audit findings in 2015-16.*

**BOARD AGENDA ITEM**

Name of Contributor: Robin Freeman

Date of Meeting: 1-17-18

- 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 E: APPROVAL OF MINUTES \_\_\_\_\_
- SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

Approval of Establishment and Appointment of a District Supervisor of Attendance as Required by Education Code Section 48240 (Freeman/Ridge)

**DESCRIPTION:**

Approve Establishment and Appointment of a District Supervisor of Attendance as Required by Education Code Section 48240.

The duties of the supervisor of attendance to include, among other duties that may be required, specific duties related to compulsory full-time education, truancy, work permits, compulsory continuation education, and opportunity schools, classes, and programs, now required of the attendance supervisors.

**FISCAL IMPACT:**

None.

**RECOMMENDATION**

It is the recommendation of the Director of Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Establishment of a District Supervisor of Attendance

**ADDITIONAL MATERIAL(S):**

Attached: Education Code 48240



**State of California**

**EDUCATION CODE**

**Section 48240**

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48240. (a) The governing board of each school district and each county superintendent of schools shall appoint a supervisor of attendance and any assistant supervisors of attendance as may be necessary to supervise the attendance of pupils in the school district or county. The governing board of the school district or county superintendent of schools shall prescribe the duties of the supervisor of attendance and assistant supervisors of attendance to include, among other duties that may be required, those specific duties related to compulsory full-time education, truancy, work permits, compulsory continuation education, and opportunity schools, classes, and programs, now required of the attendance supervisors by this chapter and Article 4 (commencing with Section 48450) of Chapter 3 and Article 2 (commencing with Section 48640) of Chapter 4 of this part.

(b) It is the intent of the Legislature that in performing his or her duties, the supervisor of attendance promotes a culture of attendance and establishes a system to accurately track pupil attendance in order to achieve all of the following:

(1) Raise the awareness of school personnel, parents, guardians, caregivers, community partners, and local businesses of the effects of chronic absenteeism and truancy and other challenges associated with poor attendance.

(2) Identify and respond to grade level or pupil subgroup patterns of chronic absenteeism or truancy.

(3) Identify and address factors contributing to chronic absenteeism and habitual truancy, including suspension and expulsion.

(4) Ensure that pupils with attendance problems are identified as early as possible to provide applicable support services and interventions.

(5) Evaluate the effectiveness of strategies implemented to reduce chronic absenteeism rates and truancy rates.

(c) The supervisor of attendance may provide support services and interventions, which may include, but are not limited to, any or all of the following:

(1) A conference between school personnel, the pupil's parent or guardian, and the pupil.

(2) Promoting cocurricular and extracurricular activities that increase pupil connectedness to school, such as tutoring, mentoring, the arts, service learning, or athletics.

(3) Recognizing pupils who achieve excellent attendance or demonstrate significant improvement in attendance.

(4) Referral to a school nurse, school counselor, school psychologist, school social worker, and other pupil support personnel for case management and counseling.

(5) Collaboration with child welfare services, law enforcement, courts, public health care agencies, or government agencies, or medical, mental health, and oral health care providers to receive necessary services.

(6) Collaborating with school study teams, guidance teams, school attendance review teams, or other intervention-related teams to assess the attendance or behavior problem in partnership with the pupil and his or her parents, guardians, or caregivers.

(7) In schools with significantly higher rates of chronic absenteeism, identify barriers to attendance that may require schoolwide strategies rather than case management.

(8) Referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program for an individual with exceptional needs, as that term is defined in Section 56026, or plan adopted for a qualified handicapped person, as that term is defined in regulations promulgated by the United States Department of Education pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794).

(9) Referral to a school attendance review board established by the county or by a school district pursuant to Section 48321 or to the probation department pursuant to Section 48263.

(10) Referral to a truancy mediation program operated by the county's district attorney or probation officer pursuant to Section 48260.6.

(Amended by Stats. 2016, Ch. 829, Sec. 1. (AB 2815) Effective January 1, 2017.)

## BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 17, 2018

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 \_\_\_\_\_

### **FIRST READING – REVISION TO AR 3541 – TRANSPORTATION ROUTES AND SERVICES (Penanhoat)**

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The administration is recommending a revision to AR 3541 Transportation Routes and Services, to reflect transportation eligibility for students in all grades with a walking distance greater than 1.5 miles.

Revised/added language is indicated by *italicized* font and deleted language is indicated in strikethrough.

#### **FISCAL IMPACT**

N/A

#### **RECOMMENDATION**

None at this time. AR 3541 will be presented for second reading and adoption at the February 7, 2018 Board meeting.

#### **ADDITIONAL MATERIAL**

Attached: AR 3541 (3 pages)

## Transportation Routes And Services

◀ [Previous](#) | [Next](#) ▶

### Routes and Bus Stops

The Superintendent or designee shall design transportation routes and stops to promote the safety of students and maximum efficiency in the use of buses.

Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school is beyond the minimum listed below:

1. For elementary school students:

Grades Pre-K-~~6~~ 8: 1.5 miles

~~Grades 7-8: two miles~~

The Superintendent or designee may authorize transportation within the walking distance when safety problems or hazards exist.

Students who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.

(cf. [5116.1](#)- Intradistrict Open Enrollment)

(cf. [5117](#) - Interdistrict attendance)

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules and stops and/or shall arrange for local media to publish such information.

(cf. [1112](#) - Media Relations)

### Transportation Services

With the Board of Trustees' authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code [39800](#))

2. Field trips and excursions (Education Code [35330](#))

(cf. [3541.1](#) - Transportation for School-Related Trips)

3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code [39860](#))

4. District employees and parents/guardians traveling to and from educational activities authorized by the district (Education Code 39837.5)

5. Preschool or nursery school students (Education Code 39800)

6. Matriculated or enrolled adults traveling to and from school, or adults for educational purposes other than to and from school (Education Code 39801.5)

The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education programs. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4)

(cf. 3541.2 - Transportation for Students with Disabilities)

The Superintendent or designee shall provide transportation to homeless children in accordance with law, Board policy and administrative regulation.

(cf. 6173 - Education for Homeless Children)

Legal Reference:

EDUCATION CODE

10900.5 Use of school buses for community recreation

35330 Excursions and field trips

35350 Authority to transport pupils

39800-39809.5 Transportation, general provisions, especially:

39800 Powers of governing board to provide transportation to and from school

39801.5 Transportation for adults

39808 Transportation for private school students

39830-39842 School buses, especially:

39835 Use of school buses for community recreation

39837 Transportation to summer employment program

39837.5 Transportation of employees and parents/guardians to school activities

39860 Transportation to school activities

41850-41856 Allowances for transportation

41860-41863 Supplementary allowances for transportation

CODE OF REGULATIONS, TITLE 5

15240-15244 Allowances for student transportation

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 42

11432 McKinney-Vento Homeless Assistance Act

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504

Management Resources:

WEB SITES

California Department of Education, Office of School  
Transportation: <http://www.cde.ca.gov/bus/index.html>

Pupil Transportation Safety Institute: <http://www.pts.org>

Regulation OXNARD SCHOOL DISTRICT

approved: October 19, 2011 Oxnard, California

*Revised: February 7, 2018*

## BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: January 17, 2018

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 \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

### **FIRST READING – REVISION TO AR 3543 – TRANSPORTATION SAFETY AND EMERGENCIES (Penanhoat)**

---

The administration is recommending a revision to AR 3543 Transportation Safety and Emergencies, to align with changes to Education Code, Section 2, 39831.3 brought about by the Paul Lee Safety Law SB 1072.

Added language is indicated by *italicized* font.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

None at this time. AR 3543 will be presented for second reading and adoption at the February 7, 2018 Board meeting.

### **ADDITIONAL MATERIAL**

Attached: AR 3543 (7 pages)

## **Transportation Safety And Emergencies**

Cautionary Notice 2010-13: AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.

### **Safety Equipment**

Each school bus shall be equipped with at least one fire extinguisher located in the driver's compartment which meets the standards specified in law. (Education Code 39838; 13 CCR 1242)

The Superintendent or designee shall ensure that any school bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus designed for carrying more than 16 passengers and the driver and is manufactured on or after July 1, 2005

2. Is a Type 2 school bus or student activity bus designed for carrying 16 or fewer passengers and the driver, or designed for carrying 20 or fewer passengers and the driver and having a manufacturer's vehicle weight rating of 10,000 pounds or less, and is manufactured on or after July 1, 2004

The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be informed of procedures to be followed to reasonably enforce proper use of the passenger restraint system.

### **Safe Bus Operations**

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)



School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips shall have the authority to discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

(cf. 3516.5 - Emergency Schedules)

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

A person shall not drive a motor vehicle while using a wireless telephone, except under the following conditions: (Vehicle Code 23123, 23125)

1. For emergency purposes, including, but not limited to, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency service agency or entity

2. In the case of a school bus driver, for work-related purposes

(cf. 3513.1 - Cellular Phone Reimbursement)

(cf. 4040 - Employee Use of Technology)

A person shall not drive a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication, including, but not limited to, text messages, instant messages, and email. This prohibition does not include reading, selecting, or entering a telephone number or name in an electronic wireless communications device for the purpose of making or receiving a telephone call. (Vehicle Code 23123.5)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

(cf. 3515.2 - Disruptions)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall include all of the following: (Education Code 39831.3)

1. Students in grades prekindergarten through 8 shall require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112
2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops
3. Procedures for boarding and exiting a school bus at a school or other trip destination
4. *Procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus.*
5. *Procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus.*

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol. (Education Code 39831.3)

#### Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a school bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops near each student's home
2. General rules of conduct at school bus loading zones
3. Red light crossing instructions
4. A description of the school bus danger zone
5. Instructions for safety while walking to and from school bus stops

(cf. 5145.6 - Parental Notifications)

#### Student Instruction

All students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures, equipment and passenger safety. (Education Code 39831.5)

The Superintendent or designee shall ensure that instruction is provided to students as follows:

1. The Superintendent or designee shall annually provide appropriate instruction in safe riding practices and emergency evacuation drills to each student who receives home-to-school transportation in a school bus. (5 CCR 14102)

2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to: (Education Code 39831.5)

a. Proper loading and unloading procedures, including escorting by the driver

b. How to safely cross the street, highway, or private road

c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use

d. Proper passenger conduct

(cf. 5131.1 - Bus Conduct)

e. Bus evacuation procedures

f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit. (Education Code 39831.5)

Each time the above instruction is given, the following information shall be documented: (Education Code 39831.5)

a. District name

b. School name and location

c. Date of instruction

d. Names of supervising adults

- e. Number of students participating
- f. Grade levels of students
- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the California Highway Patrol. (Education Code 39831.5)

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to: (Education Code 39831.5)

- a. Location of emergency exits
- b. Location and use of emergency equipment

This instruction also may include responsibilities of passengers seated next to an emergency exit. (Education Code 39831.5)

Legal Reference:

#### EDUCATION CODE

39830-39842 Transportation, school buses

51202 Instruction in personal and public health and safety

#### PENAL CODE

241.3 Assault against school bus driver

243.3 Battery against school bus driver

#### VEHICLE CODE

415 Definition of motor vehicle

545-546 Definition of school bus and school pupil activity bus

22112 Loading and unloading passengers

23123 Use of wireless telephone prohibited while driving motor vehicle

23123.5 Text communications prohibited while driving motor vehicle

23125 Use of wireless telephone prohibited while driving school bus

27316 Passenger restraint systems

34500 California Highway Patrol responsibility to regulate safe operation of school buses

34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses

34501.6 School buses; reduced visibility

34508 California Highway Patrol responsibility to adopt rules re: equipment and operations of school buses

#### CODE OF REGULATIONS, TITLE 5

14100-14105 School buses and student activity buses

#### CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety

#### CODE OF FEDERAL REGULATIONS, TITLE 49

571.1-571.500 Motor vehicle standards, including school buses

Management Resources:

#### WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

California Association of School Transportation Officials: <http://www.castoways.org>

California Department of Education, Office of School Transportation:  
<http://www.cde.ca.gov/ls/tn>

California Highway Patrol: <http://www.chp.ca.gov>

National Coalition for School Bus Safety: <http://www.ncsbs.org>

National Transportation Safety Board: <http://www.nts.gov>

U.S. Department of Transportation, National Highway Traffic Safety Administration:  
<http://www.nhtsa.dot.gov>

Regulation OXNARD SCHOOL DISTRICT

approved: October 19, 2011 Oxnard, California

*Revised: February 7, 2018*



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2018

BOARD MEETINGS WILL BE HELD ON THE FOLLOWING DATES (UNLESS OTHERWISE INDICATED) AT THE DISTRICT OFFICE BOARD ROOM, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM

January	17	Regular Board Meeting (Note: only ONE meeting in January)
February	7	Regular Board Meeting
	21	Regular Board Meeting
March	7	Regular Board Meeting
	21	Regular Board Meeting
April	18	Regular Board Meeting (Note: only ONE meeting in April)
May	2	Regular Board Meeting
	16	Regular Board Meeting
June	6	Regular Board Meeting
	20	Regular Board Meeting
July		District Dark – No meeting in July
August	8	Regular Board Meeting
	22	Regular Board Meeting
September	5	Regular Board Meeting
	19	Regular Board Meeting
October	10	Regular Board Meeting
	24	Regular Board Meeting
November	14	Regular Board Meeting (Note: only ONE meeting in November)
December	12	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.***

Spring Break: March 26 – April 6, 2018  
First Day of School: August 16, 2018

Board Approved: 12-6-17

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