

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
District 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 #18
REGULAR BOARD MEETING
Wednesday, June 20, 2018
5:00 p.m. – Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

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

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

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

www.oxnardsd.org

OPIE TV – Charter Spectrum Channel 20 &
Frontier Communications - Channel 37



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

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

Section A
PRELIMINARY

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

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

ROLL CALL:

Madrigal Lopez ___, Robles-Solis ___, O’Leary ___, Morrison ___, Cordes ___

A.2 Pledge of Allegiance to the Flag

Dr. Andres Santamaria, Principal at Ritchen School of Science and Technology, will introduce Luke Evans, 5th grader in Ms. Sandra Garcia’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 Heaven Bustos; then read in Spanish by Adrina Cervantes, both 5th graders in Ms. Wendi Bowles’ class.

A.4 Presentation by Ritchen School of Science and Technology

Dr. Andres Santamaria will provide a short presentation to the Board regarding Ritchen School of Science and Technology. 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:

Madrigal Lopez ___, Robles-Solis ___, O’Leary ___, Morrison ___, Cordes ___

A.6 Study Session – Presentation of the June 2018 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Morales/Penanhoat/CFW)

The Board of Trustees will receive a presentation on the June 2018 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program.

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

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

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

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*

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigation: 3 cases
 - Office of Administrative Services Case No. OAH 2018041048
 - Office of Administrative Services Case No. OAH 2018040997
 - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM
2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
Consider the Request to Readmit Expelled Student(s):
 - Case No. 17-12 (Action Item)
3. Removal/Suspension/Expulsion of a Student (*Education Code 48912; 20 U.S.C. Section 1232g*)
 - Case No. 17-15 (Action Item)
 - Case No. 17-16 (Action Item)
 - Case No. 17-17 (Action Item)
 - Case No. 17-18 (Action Item)
4. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
Agency Negotiators: 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 Superintendent/Assistant Superintendent, Business & Fiscal Services/
Negotiators: 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.
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
 - Public Employee(s) Reassignment, Appointment
 1. Director of Dual Language
 2. Principal/Interim Principal

A.9 *Reconvene to Open Session*

7:00 PM

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

Section A
PRELIMINARY
(continued)

A.10 Report Out of Closed Session

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:

➤ Readmit Expelled Student(s):

Case No. 17-12 (Action Item)

Motion: _____, Second: _____

ROLL CALL:

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

REMOVAL/SUSPENSION/EXPULSION OF STUDENTS

(Education Code 48912; 20 U.S.C. Section 1232g)

Case No. 17-15 (Action Item)

Motion: _____, Second: _____

ROLL CALL:

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

Case No. 17-16 (Action Item)

Motion: _____, Second: _____

ROLL CALL:

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

Case No. 17-17 (Action Item)

Motion: _____, Second: _____

ROLL CALL:

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

Case No. 17-18 (Action Item)

Motion: _____, Second: _____

ROLL CALL:

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

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Section A
PRELIMINARY
(continued)

A.11 Recognition of Retirees (Vaca)

The Board of Trustees & Personnel Commissioners will honor the following retired certificated and classified employees by presenting the “Retiree Bell” following a special retiree presentation.

- Comments by Superintendent and Board of Trustees
- Comments by Personnel Commissioners
- Presentation of bells to retirees
- Retirees will be invited to ring their bells
- The retirees will be invited to participate in taking a group picture with the Board of Trustees and Personnel Commissioners
- President Cordes will invite the audience to congratulate the retired employees

<u><i>Name of Retiree</i></u>	<u><i>Title</i></u>
<i>Ariel Alexander</i>	<i>Teacher</i>
<i>Rosemary Alvara</i>	<i>Facilities Secretary</i>
<i>Rosaelia Ambriz Magana</i>	<i>Testing Assessment Analyst</i>
<i>Lilia Arceo</i>	<i>Administrative Assistant</i>
<i>Janette Ayala</i>	<i>Administrative Assistant</i>
<i>Maria Barajas</i>	<i>Custodian</i>
<i>Madhu Batra</i>	<i>Teacher</i>
<i>Lori Beardsley</i>	<i>Teacher</i>
<i>Gerard Beatty</i>	<i>Teacher</i>
<i>Miyoko Beppu</i>	<i>Child Nutrition Worker</i>
<i>Rosalina Bernal</i>	<i>Child Nutrition Worker</i>
<i>Matthew Bowe</i>	<i>Teacher</i>
<i>Lydia Brackrog</i>	<i>Instructional Assistant RSP</i>
<i>Lorelei Braziel</i>	<i>Teacher</i>
<i>Dr. Marlene Breitenbach</i>	<i>Principal</i>
<i>Isidro Bribiesca Sifuentes</i>	<i>Custodian</i>
<i>Jesus Cardenas</i>	<i>Custodian</i>
<i>Ofelia Castellon</i>	<i>Child Nutrition Worker</i>
<i>Mirna Castro</i>	<i>Teacher</i>
<i>Luisa Ceballos</i>	<i>Custodian</i>
<i>Maria Teresa Cerball</i>	<i>Preschool Teacher</i>
<i>Luz Chavez</i>	<i>Campus Assistant</i>
<i>Sharon Christensen</i>	<i>Teacher</i>
<i>Lynn Coleman</i>	<i>Teacher</i>
<i>Beverly Decile</i>	<i>Teacher</i>
<i>Isael De Santiago</i>	<i>Lead Custodian</i>
<i>Judith Duff</i>	<i>Child Nutrition Coordinator</i>
<i>Karen Elliott</i>	<i>Child Nutrition Worker</i>
<i>Mireya Escartin</i>	<i>Paraeducator II</i>
<i>Aida Esquivel</i>	<i>Paraeducator II</i>

<u><i>Name of Retiree</i></u>	<u><i>Title</i></u>
<i>Denise Evans</i>	<i>Teacher</i>
<i>Andrea Fagan Ortiz</i>	<i>Teacher</i>
<i>Norma Elisa Farber</i>	<i>Paraeducator II</i>
<i>Jennifer Farrell</i>	<i>Teacher</i>
<i>Gene Figueroa</i>	<i>Teacher</i>
<i>Dolores Flores</i>	<i>Office Assistant II</i>
<i>Laura Flores</i>	<i>Teacher</i>
<i>Martha Flores</i>	<i>Child Nutrition Worker</i>
<i>Robin Freeman</i>	<i>Assistant Superintendent, Educational Services</i>
<i>Cynthia Gaona</i>	<i>Instructional Assistant RSP</i>
<i>Antonio Garcia</i>	<i>Child Nutrition Worker</i>
<i>Socorro Garcia</i>	<i>Custodian</i>
<i>Johnny Garza</i>	<i>Teacher</i>
<i>Joy Garza</i>	<i>Teacher</i>
<i>Marcella Garza</i>	<i>Teacher</i>
<i>Reynaldo Garza</i>	<i>Inst. TV Service Coordinator</i>
<i>Judy Gibson</i>	<i>Teacher</i>
<i>Joy Goldowitz</i>	<i>Teacher</i>
<i>Celia Gonzales</i>	<i>Migrant Education Recruiter</i>
<i>Maria Irene Gonzalez</i>	<i>Administrative Assistant</i>
<i>Sylvia Guapo</i>	<i>Paraeducator II</i>
<i>Rita Guevara</i>	<i>Employee Benefits Specialist</i>
<i>Elizabeth Gutierrez</i>	<i>Teacher</i>
<i>Michele Harris Padron</i>	<i>Teacher</i>
<i>Christine Hernandez</i>	<i>Campus Assistant</i>
<i>Elaine Herrera</i>	<i>Clerical Assistant</i>
<i>Ana Maria Hunt</i>	<i>Teacher</i>
<i>Yoshiko Iwamoto</i>	<i>Child Nutrition Worker</i>
<i>Dr. James Kehr</i>	<i>Psychologist</i>
<i>Peggy Kelly</i>	<i>Teacher</i>

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Section A
PRELIMINARY
(continued)

A.11 Recognition of Retirees (Vaca) - continued

<i>Name of Retiree</i>	<i>Title</i>	<i>Name of Retiree</i>	<i>Title</i>
<i>Darlene Killgore</i>	<i>Teacher</i>	<i>Eusebia Ramirez</i>	<i>Paraeducator II</i>
<i>Lisa Knowlson</i>	<i>Teacher</i>	<i>Shari Rascon</i>	<i>Employee Benefits Specialist</i>
<i>Robin Lefkovits</i>	<i>Teacher</i>	<i>Gayle Robinson</i>	<i>Teacher</i>
<i>Albert Lemos</i>	<i>Grounds Equip. Operator</i>	<i>Janice Sandoval</i>	<i>Child Nutrition Worker</i>
<i>Margaret Lopez</i>	<i>Teacher</i>	<i>Tobi Schwenk</i>	<i>Teacher</i>
<i>Sara Lord</i>	<i>Teacher</i>	<i>Maria A. Serrato</i>	<i>Instructional Assistant SH</i>
<i>Maria Lozano</i>	<i>Child Nutrition Worker</i>	<i>Debra Shelton</i>	<i>Resource Specialist</i>
<i>Eva Lucio</i>	<i>Paraeducator II</i>	<i>Jennifer Siebers</i>	<i>Teacher</i>
<i>Monica MacPherson</i>	<i>Office Assistant II</i>	<i>Vicki Smith</i>	<i>Teacher</i>
<i>Charles Manley</i>	<i>Teacher</i>	<i>Thomas Somers</i>	<i>Teacher</i>
<i>Esther Martinez</i>	<i>Campus Assistant</i>	<i>Yolanda Soria</i>	<i>Teacher</i>
<i>Deborah Maulhardt</i>	<i>Teacher</i>	<i>Annie Sullivan</i>	<i>Teacher</i>
<i>Elizabeth McClelland</i>	<i>Teacher</i>	<i>Melinda Tanedo</i>	<i>Paraeducator II</i>
<i>Ruth Means</i>	<i>Teacher</i>	<i>Jennie Vargas</i>	<i>Speech Language Pathology</i>
<i>Lora Julie Miranda</i>	<i>Teacher</i>	<i>Irma Vazquez Garfield</i>	<i>Teacher</i>
<i>Jennifer Mitchell</i>	<i>Teacher</i>	<i>Eileen Vera</i>	<i>Teacher</i>
<i>Fred Moorehead</i>	<i>Teacher</i>	<i>Susan Verharen</i>	<i>Teacher</i>
<i>Gloria Morgan</i>	<i>Teacher</i>	<i>Kenneth Villanueva</i>	<i>Teacher</i>
<i>Karen Morrow</i>	<i>Teacher</i>	<i>James Wagner</i>	<i>Electronics Repair Tech.</i>
<i>Cecilia Navarro</i>	<i>Buyer</i>	<i>Charles White</i>	<i>Lead Custodian</i>
<i>Dawn O'Neil</i>	<i>Teacher</i>	<i>Ling Wong</i>	<i>Child Nutrition Worker</i>
<i>Diana Ontiveros</i>	<i>Teacher</i>	<i>Robert Yenney</i>	<i>Teacher</i>
<i>Michele Paniagua</i>	<i>Child Nutrition Coordinator</i>	<i>Virginia Zaragoza</i>	<i>Child Nutrition Worker</i>
<i>Sam Pennington</i>	<i>Custodian</i>	<i>Flora Zuniga</i>	<i>Preschool Teacher</i>

A.12 Recess and Reception

The Board of Trustees will recess to participate in congratulating the retired employees.

A.13 Announcement of New Administrators to the Board of Trustees (Dr. Morales)

Administration will introduce the following administrators in new positions, to the Board of Trustees:

- Dr. Ana DeGenna, Assistant Superintendent, Educational Services/Chief Academic Officer
- Allison Cordes, Principal at Harrington School (K-5)
- Shristie Nair, Director of Classified Human Resources

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

Section B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

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Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL:

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

- From Corwin Publishing Company, from the Books for Schools Grant, a \$1,000.00 grant to enrich and enhance the school’s library book collection at Juan Lagunas Soria Elementary.

C.2 Agreements

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

Academic:

- #18-18 with The Center for Teaching Biliteracy, to provide professional development in the area of Dual Language Program during the 2018-2019 school year. Presenters will present “How to Help Model Children Succeed in a Dual Language Program” which will be delivered in Spanish and English; amount not to exceed \$107,000.00, to be paid with Title 1 Funds. Freeman/
DeGenna
- #18-20 with Utah State University, to create a Dietetic Internship opportunity for an intern to complete the American Dietetic Association curriculum, working under the supervision of Child Nutrition Services; no fiscal impact. Penanhoat/
Lugotoff

Enrichment:

- #18-23 with Latino Film Institute Youth Cinema Project at Ramona School, to enhance student’s education and to turn students into more engaged learners. The Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product of their writing. This agreement is for the 2018-2019 school year; amount not to exceed \$82,852.00, to be paid with unrestricted General Funds. Morales/
Penanhoat

Support Services:

- #18-11 with All Languages Interpreting & Translating, to provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2018 through June 30, 2019; amount not to exceed \$12,000.00, to be paid with General Funds. Morales
- #18-19 with FoodCorps Inc. annual agreement to acquire a new service member that will work at designated school sites to implement District designated healthy school culture initiatives. The member will continue efforts initiated during the 2017/18 school year, these activities are additional education activities and will not duplicate or replace existing school activities or staff; amount not to exceed \$7,500.00, to be paid with CNS Funds. Penanhoat/
Lugotoff

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Section C
CONSENT AGENDA
(continued)

C.2 Agreements (continued)

It is recommended that the Board approve the following agreements:	Dept/School
Support Services:	
<ul style="list-style-type: none"> ▪ #18-22 with DecisionInsite, LLC., for professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, staff planning, strategic planning and school configuration planning for a five-year term effective July 1, 2018 through June 30, 2023; amount not to exceed \$20,115.00 to be paid with General Funds. 	Penanhoat
<ul style="list-style-type: none"> ▪ #18-24 with VCOE, Migrant Education Program, Region 17, to provide Identification and Recruitment services for the Oxnard School District. VCOE will provide services to Migrant students by hosting Saturday school and intervention programs after school hours during the 2018-2019 school year; amount not to exceed \$60,000.00, program costs to be reimbursed by VCOE. 	Freeman/ Batista
<ul style="list-style-type: none"> ▪ #18-28 with American Logistics Company, LLC to, from time to time, supplement the districts' transportation programs using sedans, mini vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students to and from school; amount not to exceed \$150,000.00, to be paid with General Funds. 	Penanhoat/ Briscoe
<ul style="list-style-type: none"> ▪ #18-31 with School Services of California, Inc., to provide facilitation services relative to supplemental and concentration grant funding. These services will assist district staff by providing a deeper understanding of the district's obligations and requirements under the Local Control Accountability Plan (LCAP); amount not to exceed \$6,500.00, to be paid with General Funds. 	Penanhoat
Personnel:	
<ul style="list-style-type: none"> ▪ #18-30 with The Bodine Group, to provide facilitation services for collective bargaining for OSSA and CSEA using the Interest Based Problem Solving approach, and provide Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members; amount not to exceed \$25,000.00 plus reimbursement of actual expenses, to be paid with Certificated Personnel Negotiations Funds. 	Vaca
Facilities:	
<ul style="list-style-type: none"> ▪ #18-17 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets for the use of the Educational Service Center (ESC) front parking lot for the period of July 1, 2018 through June 30, 2019; at a cost to Vallarta of \$24,000.00. 	Penanhoat

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

Section C
CONSENT AGENDA
(continued)

C.3 Ratification of Agreements

It is recommended that the Board ratify the following agreements:	Dept/School
Academic:	
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #16-229 Center for Teaching Biliteracy to provide professional development in Dual Language to District Administration, amendment is to correct error to original agreement amount of \$81,500.00, Amendment #1 is for an additional \$11,400.00, for a total cost of \$92,900.00, to be paid with Title I Funds. ▪ #17-317 with VCOE to authorize the Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Rising Stars Quality Rating Improvement System (QRIS) Block Grant with enhancement supports provided by VCOE, from October 1, 2017 through September 30, 2018; amount not to exceed \$54,000.00, funding will be provided by VCOE. 	<p>Freeman/ DeGenna</p> <p>Freeman/ Thomas</p>
Special Education:	
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #17-25 JLJ Consulting to provide consultation services to the Special Education Services Department’s leadership team, delivering professional development and assistance with processes/procedures for the 2017-2018 school year; original agreement was for \$75,000.00. Amendment #1 is for an additional \$36,500.00, for a total cost of \$111,500.00 to be paid with Special Education Funds. ▪ Amendment #1 to Agreement #17-51 Exceptional Educational Consultants Inc., to provide consultation services to the Special Education Services Department for the 2017-2018 school year; original agreement was for \$12,000.00. Amendment #1 is for an additional \$4,000.00, for a total cost of \$16,000.00 to be paid with Special Education Funds. 	<p>Freeman/ Sugden</p> <p>Freeman/ Sugden</p>
Support Services:	
<ul style="list-style-type: none"> ▪ Amendment #2 to Agreement #17-08 American Language Services to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings. Amendment #2 is for an increase of \$4,000.00, bringing the total agreement amount to \$19,000.00, to be paid with Title I Funds. 	<p>Freeman/ Thomas</p>

C.4 Approval - Use of Amplify Supplemental NGSS Instructional Material

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of MSAP that the Board of Trustees approve the use of research based, NGSS aligned K-8 curriculum designed to teach Next Generation Science Standards to all students in middle school classrooms at no cost to the District.	Dept/School Freeman/ West
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C.5 Approval to Attend Out of State Conference – Chicago, Illinois

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Dual Language that the Board of Trustees approve request for Dr. Ana DeGenna, Director of Dual Language Program and seven (7) Oxnard School District Educators and Staff Members to attend the Biliteracy Curriculum Mapping and BUF Writing Institute 2018, in Chicago, Illinois from July 31 through August 3, 2018; amount not to exceed \$25,000.00, to be paid with Title I Funds.	Dept/School Freeman/ DeGenna
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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.6 Approval for Mural at Sierra Linda School

It is the recommendation of the Assistant Superintendent, Educational Services and the Assistant Principal, Pam Cwiklo that the Board of Trustees approve this item, at no cost to the District.	Dept/School Freeman/ Cwiklo
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C.7 Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services Throughout Fiscal Year 2018-2019

It is the recommendation of the Director of Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented.	Dept/School Penanhoat/ Franz
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C.8 Selection of Vendors for Child Nutrition Program

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2018-19 school year.	Dept/School Penanhoat/ Lugotoff
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C.9 Approval of 2018-19 Education Protection Account (EPA) Spending Plan

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve the 2018-19 Education Protection Account Spending Plan as per the attachment.	Dept/School Penanhoat/ Crandall Plasencia
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C.10 Resolution #18-01 to Authorize Appropriation Transfers for 2017-2018

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #18-01 to authorize appropriation transfers for the 2017-18 fiscal year, and authorize its filing with the Ventura County Office of Education.	Dept/School Penanhoat/ Crandall Plasencia
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C.11 Resolution #18-02: Authorization to Make Temporary Loans between District Funds for 2018-2019

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #18-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.	Dept/School Penanhoat/ Crandall Plasencia
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C.12 Resolution #18-03: Authorization for Expenditure Transfers for 2018-2019

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #18-03 authorizing expenditure transfers for the 2018-19 fiscal year, and authorize its filing with the Ventura County Office of Education.	Dept/School Penanhoat/ Crandall Plasencia
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C.13 Resolution #18-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2018

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve Resolution #18-04 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2018, and authorize its filing with the Ventura County Office of Education.	Dept/School Penanhoat/ Crandall Plasencia
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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.14 Purchase Order/Draft Payment Report #17-08

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-08, as submitted. Dept/School Penanhoat/Franz

C.15 Certification of Signatures

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District. Dept/School Penanhoat

C.16 Approval of Land Use Covenant (LUC) With the Department of Toxic Substances Control for the Doris Patterson Site

It is the recommendation of the Superintendent and the Assistant Superintendent of Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the Land Use Covenant (LUC) as attached and authorize the Superintendent or his designee to execute and enter into the LUC with the Department of Toxic Substances Control for the Doris/Patterson site. No identified fiscal impact at this time. The LUC would require that the District or any future owners of the property pay the DTSC’s cost to administer the LUC. Dept/School Morales/Penanhoat/CFW

C.17 Approval of Resolution #17-42 Making Environmental Findings in Connection with the Rose Avenue Elementary School Reconstruction Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, the District’s environmental impact consultants, and legal counsel, that the Board of Trustees approve Resolution #17-42 making environmental findings in connection with the Rose Avenue Elementary School Construction Project at 220 S. Driskill Street, Oxnard, CA 93030. Dept/School Penanhoat/Fateh/CFW

C.18 Approval of Work Authorization Letter #4 to Knowland Construction Services (KCS), for DSA Inspection Services for the McKinna Elementary School Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #4 for Master Agreement #13-129 with Knowland Construction Services. The DSA Inspector of Record (IOR) Services and In-Plant Inspections will be completed for a fee of \$313,280.00. This cost will be encumbered against established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds. Dept/School Penanhoat/Fateh/CFW

C.19 Approval of Work Authorization Letter #8 (“WAL #8”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental support services for the Brekke Elementary School Kindergarten Flex Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #8 to Master Agreement #13-131 with Rincon Consultants Inc. to provide additional soil analysis for the Brekke Elementary School Kindergarten Flex Project. Work Authorization Letter #8 to Agreement #13-131 includes soil analysis for Brekke at a cost of \$1,236.00. This cost will be encumbered against the established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds. Dept/School Penanhoat/Fateh/CFW

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.20 Approval of Work Authorization Letter #8 to NV5 West Inc., for Construction Phase Geotechnical Engineering, Materials Testing and Inspection Services for the McKinna Elementary School Reconstruction Project

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #8 for Master Agreement #13-154 with NV5 West Inc. Design Phase Geotechnical Engineering, Materials Testing, and Inspection Services will be completed for a lump sum fixed fee of \$148,901.50. This cost will be encumbered against the established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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C.21 Approval of Work Authorization Letter #9 (“WAL #9”) for Agreement #13-131 for Rincon Consultants Inc. to Provide Environmental Support Services for the McAuliffe Elementary School Kindergarten Flex Project

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #9 to Agreement #13-131 with Rincon Consultants Inc. to provide additional soil analysis for the McAuliffe Elementary School Kindergarten Flex Project. Work Authorization Letter #9 to Agreement #13-131 includes soil analysis for McAuliffe at a cost of \$1,236.00. This cost will be encumbered against the established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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C.22 Approval of Work Authorization Letter #10 (“WAL #10”) for Agreement #13-131 for Rincon Consultants Inc. to Provide Environmental Support Services for the Ritchen Elementary School Kindergarten Flex Project

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #10 to Agreement #13-131 with Rincon Consultants Inc. to provide additional soil analysis for the Ritchen Elementary School Kindergarten Flex Project. Work Authorization Letter #10 to Agreement #13-131 includes soil analysis for Ritchen at a cost of \$4,944.00. This cost will be encumbered against the established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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C.23 Award of Formal Bid #17-05 and Approval of Agreement #18-34 for Asphalt Paving 2018 – Various Sites

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #17-05 Asphalt Paving 2018 –Various Sites in the amount of \$413,880.00 to Ardalan Construction Company, to be paid with Deferred Maintenance Funds.</p>	<p>Dept/School Penanhoat/ Fateh</p>
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C.24 Approval of Amendment #1 to Agreement #16-255 Parsons Constructors, Inc.

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Amendment #1, to Agreement #16-255 Parsons Constructors, Inc., in the amount of \$12,000.00, to be paid with Measure R Bond Funds.</p>	<p>Dept/School Penanhoat/ Fateh</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.25 Approval of Amendment #001 to Agreement #17-116 with Flewelling and Moody to Provide Additional Architectural Services for the Kindergarten Flex 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 #001 to Agreement #17-116 with Flewelling and Moody for the Kindergarten Flex Project at Ritchen Elementary School for additional architectural and engineering services. This approval will increase the architectural contract by \$20,000.00; however, the overall project budget will not change and is being funded out of Master Construct & Implementation Funds.	Dept/School Penanhoat/ Fateh/ CFW
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C.26 Approval of Field Contract #FC-P19-00041 – California Electric Company

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P19-00041 with California Electric Company, in the amount of \$10,663.00, to be paid with Deferred Maintenance Funds.	Dept/School Penanhoat/ Fateh
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C.27 Approval of Field Contract #FC-P19-00042– Kiwitt’s General Building

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P19-00042, with Kiwitt’s General Building, in the amount of \$14,500.00, to be paid with Deferred Maintenance Funds.	Dept/School Penanhoat/ Fateh
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C.28 Appointment of Representative to Fill Vacancy - Measure R Bond Oversight Committee

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees make a determination regarding the appointment of Ms. Robin Freeman as the Senior Citizens’ Organization representative on the Measure R Bond Oversight Committee effective July 1, 2018.	Dept/School Penanhoat
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C.29 Establish/Abolish/Reduce Hours of Positions

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment and increase of the positions, as presented.	Dept/School Nair
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C.30 Personnel Actions

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.	Dept/School Vaca/ Nair
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section D
ACTION ITEMS

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

D.1 Approval of Oxnard School District 2018-19 Local Control and Accountability Plan (Freeman)

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the Oxnard School District 2018-19 Local Control and Accountability Plan (LCAP) as presented.

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

ROLL CALL:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.2 Cal200 Settle Agreement - 2nd Semester Reporting Period (Freeman)

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the Oxnard School District’s compliance with the Cal200 settlement.

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

ROLL CALL:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.3 District 1:1 Device Self-Insurance and 2017-18 Loss Information (Freeman/Mitchell)

It is the recommendation of the Assistant Superintendent Educational Services and the Chief Information Officer that the Board of Trustees approve continuing the District’s self-insurance plan for 1:1 devices at the rate of TBD per year per iPad and TBD per year per laptop.

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

ROLL CALL:

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 Approval of Agreement #18-29 – Educational Consulting Services Inc. (Freeman/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-29 with Educational Consulting Services Inc., amount not to exceed \$144,000.00 per year, for three years, a total of \$432,000.00; to be paid with Unrestricted General funds.

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

ROLL CALL:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.5 Approval of Agreement #18-04, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2018-2019 (Freeman/Thomas)

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-04 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant. Amount not to exceed \$2,120,000.00 plus reimbursement for ASES funded supplemental grant activities, and “Additional Services” for summer school not to exceed \$105,000.00, and Intersession not to exceed \$200,000.00 to be paid from After School Education and Safety (ASES) Grant and Title 1 funds.

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

ROLL CALL:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.6 Consideration and Approval of Resolution # 17-46 of the Board of Trustees of the Oxnard School District Approving the Final Architectural Drawings for the Rose Avenue Elementary School Reconstruction Project of the Master Construct and Implementation Program and Authorizing the District to Submit the Drawings to the Division of the State Architect and the California Department of Education for Administrative Review (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the Architectural Drawings for the Rose Avenue Elementary School Reconstruction Project and direct that the plans be submitted to the Division of the State Architect and the California Department of Education for approval. There is no fiscal impact related to the approval of IBI Group’s final architectural drawings. The Rose Avenue Elementary School Reconstruction Project is being funded from the Master Construct and Implementation Program funds.

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

ROLL CALL:

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.7 Adoption of Oxnard School District 2018-19 Budget (Penanhoat/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget for the 2018-19 fiscal year.

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

ROLL CALL:

Madrigal Lopez ____, Robles-Solis ____, O’Leary ____, Morrison ____, Cordes ____

D.8 Approval of Amendment #001 to Construction Services Agreement #17-41 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Bernards to provide Lease-Lease-Back Construction Services for the McKinna K-5 Reconstruction Project (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #001 to Construction Services Agreement #17-41 with Bernards to provide Construction Services related to the McKinna K-5 Reconstruct, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code, amount not to exceed \$28,319,338.00, to be paid out of Master Construct and Implementation Funds.

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

ROLL CALL:

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. Second Reading of Board Policies, Regulations and Bylaws

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

New BP & AR 3230	Business and Noninstructional Operations FEDERAL GRANT FUNDS	Penanhoat
Revision BP & AR 3553	Business and Noninstructional Operations FREE AND REDUCED PRICE MEALS	Penanhoat/ Lugotoff
Revision BP & AR 6171	Instruction TITLE I PROGRAMS	Freeman/ Thomas

Motion: _____, Second: _____

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 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**

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/Janet Penanhoat Date of Meeting: June 20, 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 1ST Reading 2nd Reading

Presentation of the June 2018 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Morales/Penanhoat/CFW)

The June 2018 Report provides the third semi-annual update to the Board since establishment of the now-integrated Master Construct and Implementation Program (Program) adopted by the Board in January 2017. The report is also the eleventh in a series of updates linked to the original 2013 Implementation Program, and reflects conditions of the District’s Program between the December 2017 adoption and the time of this document’s publishing in June 2018. 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. The District’s capital improvement program continues to invest in building 21st century learning environments that facilitate the implementation of highly effective and innovative teaching strategies that foster creativity, collaboration, communication, and problem-solving skills in all students through the use of educational technology tools and resources.

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 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 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 underway include continued reconstruction efforts for the new Lemonwood K-8 school (Phase 2) and new Elm K-5 campus, a new 12-classroom building at Marshall Elementary school, kindergarten/flex improvements at Brekke, Ritchen, and McAuliffe, and a new child development center/kindergarten annex at Harrington Elementary School.

Measure “D” projects are well underway including DSA approval of the reconstructed McKinna K-5 elementary school project anticipated to commence construction in summer 2018, submittal to DSA for the new Seabridge K-5 school, and DSA submittal for the reconstruction of Rose Avenue K-5 school. The new elementary and middle school site at Doris Avenue and Patterson Road has been purchased, the Final Environmental Impact Report completed and approved, and the LAFCo annexation process initiated. Construction has commenced for the kindergarten/flex classroom projects planned at McAuliffe, Ritchen, and Brekke Elementary schools, with Ramona to follow.

Marina West is the next school to be considered for replacement under the Master Construct Program and would be rebuilt via a “re-use of plans” approach based on the new design of the Rose Avenue school facility. Likewise, a multipurpose room/gym option is presented for consideration for the Drifill K-8 school site.

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 \$459.9 million. The increase is the result of the additional projected developer fees. Proposed uses have been adjusted to provide previous Board-approved increases to current projects due to specific project construction needs and required professional services. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board.

RECOMMENDATION

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Oxnard School District Board of Trustees receive the June 2018 Semi-Annual Implementation Program Update for adoption at its next regular meeting scheduled for August 8, 2018.

ADDITIONAL MATERIAL

Attached: June 2018 Semi-Annual Implementation Program Update Report (72 pages)



June 2018



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

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Debra M. Cordes, President
Ernest Morrison, 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 eleventh report in a series of updates linked to the original 2013 Implementation Program, and the subsequent Master Construct and Implementation Program (“Program”) adopted by the Board in 2016. It reflects conditions of the District’s Program between the December 2017 adoption and the time of this document’s publishing in June 2018. 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 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 under the School Facilities Program (SFP). Program projects, budgets, sequencing, and timelines continue to be reviewed and adjusted by the Board on a six-month interval.

Major projects that have been completed and those that have moved forth in the last six-month period include:

- Completion of the first phase of the new Lemonwood K-8 school
- Continued construction of the new Elm K-5 school and new Marshall classroom building
- Initiation of construction of new kindergarten/flex classrooms at Brekke, McAuliffe, and Ritchen elementary schools
- Conversion and construction of the Harrington Early Childhood Development Center
- Purchase of two planned school sites to accommodate existing and future District enrollment
- Submittal of design plans to the Division of the State Architect (DSA) for the new Seabridge K-5 elementary
- Approval of design plans from the DSA for the McKinna K-5 reconstruction project
- Submittal to DSA for the Rose Avenue reconstruction project

- Completion of a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) review of a the 25-acre Doris/Patterson site to accommodate a new elementary school and additional middle school

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. The District's capital improvement program continues to invest in building 21st century learning environments that facilitate the implementation of highly effective and innovative teaching strategies that foster creativity, collaboration, communication, and problem-solving skills in all students through the use of educational technology tools and resources.

The District remains focused on providing training on foundational skills that facilitate the implementation and teaching of writing across the curriculum. In addition, the District remains committed to establishing a professional culture where groups work in partnership, team up, and collaborate for the sole purpose of improving teaching and learning.

The District is expanding its Dual Language Immersion (DLI) programs implementing a 50/50 program at 8 school including four grade K-5 and four grade K-8 campuses. Implementation is scheduled to continue through the summer and into the new school year. In addition, activities over the next six-month period include the development and execution of Transition Plans designed to aid site administrators, staff and students in moving into soon to be completed projects.

1.2 STATE AND LOCAL CONSIDERATIONS

Student enrollment impacts facilities funding programs for most California school districts in need of major facility improvements. State projections suggest an overall decline in State and Ventura County K-8 enrollments over the next five years, absent additional migration or increased residential construction. The District's consultant suggests a similar decline for the Oxnard School District. Decreases in enrollment may decrease projected amounts of future State aid grants. This requires the District to consider accelerating project applications for State aid and prioritizing those applications that may need the least amount of time to be fully processed prior to any potential decline in overall enrollment.

Total development costs, including hard and soft costs, are now approaching \$600 per square foot. This is approximately 30% higher than costs for construction of Harrington in 2014 when compared to the most recent bid for the construction of McKinna in May 2018. Program Reserves will need to be substantially increased to keep up with projects already in the design and planning process and a

rescheduling of project implementation is proposed to accommodate this requirement. Such approaches are presented and proposed as adjustments to the Master Budget and Master Schedule of projects.

State implementation of Prop. 51 funding to match or offset school construction costs has impacted the Program. To date, approximately \$3.0 billion of the amount of bonds approved by State voters for K-12 facilities is expected to be on the waiting list for funding consideration by the end of the year. The balance is anticipated to be fully subscribed within the next 24 to 30 months. However, the timeline required to submit an application for State funding for some of the remaining projects may exceed the projected window of the remaining availability of Prop. 51 funding. There is a need to accelerate remaining Master Construct projects that do not require such an additional lead time for design, CDE/DSA approval and submittal of remaining new construction eligibility. Additional projects are proposed for consideration.

1.3 FACILITIES PROGRAM

All Phase 1 Measure “R” facility improvements under the Basic Program are either completed, under construction, or approved by the DSA. Completed Program 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 underway are fully detailed in the following report and summarized below:

- The first phase of construction for the reconstructed Lemonwood K-8 is complete and includes the main classroom and multipurpose buildings. Occupation of the new classroom building and multi-purpose building by students and staff occurred as planned in February 2018. Construction is underway for the second phase and will include new kindergarten and administration buildings, expected to be completed by April 2019.
- Reconstruction of the Elm K-5 school facility started in February 2017 is planned to be completed over two construction phases, with the first phase of construction to be completed by December 2018 and the second phase by June 2019. The first phase of construction includes the classroom, kindergarten, multipurpose and administration buildings. The second phase of construction includes demolition of the existing school and creation of the new school play field. Installation of the windows and roofing at the classroom building, administration building and kindergarten building is complete. These buildings have mechanical, electrical and plumbing systems roughed in on their interiors. Drywall has been installed and drywall finishing is underway. Installation of the ceiling grid is ongoing at the classroom building and the kindergarten building.
- Construction for the new Marshall twelve (12) classroom building project began in September 2017 and is scheduled to be completed by October 2018. Structural steel framing for the new classroom building has been set in place. Wood framing for the ground level is also complete and the second level framing is underway. The elevator pit has been poured and structural steel for the elevator has also been erected. The playground is complete and was turned over to the school in May 2018.

- The Harrington Early Child Development Center/Kindergarten Annex project includes the renovation of three buildings of the original Harrington school to provide flexible classroom facilities to serve preschool or kindergarten/transitional kindergarten programs. Construction commenced in September 2017 and is scheduled to be completed in August 2018.
- Design plans for the McKinna reconstruction received DSA approval in March 2018 and a proposed Guaranteed Maximum Price (GMP) contract is anticipated to be presented to the Board in June 2018. Design plans for the new Seabridge K-5 elementary school were submitted to DSA in February 2018 and design efforts for the Rose Avenue reconstruction continue with DSA submittal anticipated for June 2018.
- Land acquisition efforts for the Doris/Patterson new school site were completed in late April 2018. In March 2018, the District completed the final Environmental Impact Report (EIR) for the project and filed the required notices to complete the California Environmental Quality Act (CEQA) process. 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. The LAFCo application process is anticipated to be completed by March 2019.
- New kindergarten/flex classrooms at Brekke, Ritche and McAuliffe are currently under construction. Earthwork, including compaction and grading, has been accomplished and concrete foundations will be poured in the month of June. These three projects are planned to be completed in time for occupancy for the 2018-19 school year. At Ramona, DSA found unresolved permitting issues with former projects on the site. Due to this condition, construction at Ramona is anticipated to be completed by November 2018.

In order to maximize the ability to further leverage remaining new construction pupil grant authorization under Prop. 51, two new projects are proposed:

- Reconstruction of the Marina West K-5 elementary school
- Construction of a new MPR/gym at the Driffill K-8 school

1.4 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.

Total sources of funding are anticipated to increase to approximately \$459.9 million as a result of additional projected developer fee revenues. Proposed uses for the current and previous phases have been adjusted by approximately \$4.1 million to provide increases to current projects due to specific project construction needs and required professional services as previously approved by the Board. During this period, adjustments include proposed budget increases to current projects including

Lemonwood, Elm, Harrington Child Development Center, and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, and Ritche due to specific project construction needs and required professional services previously approved by the Board. An adjustment to the Doris/Patterson LAFCo Planning budget is also proposed to accommodate estimated remaining professional services and agency fees.

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.

	<i>Fiscal Year</i>															
	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
Reconstruct:																
Harrington	Complete															
Harrington Child Dev. Center																
Lemonwood																
Lemonwood Child Dev. Center																
Elm																
McKinna																
Rose Avenue																
Marina West																
Construct:																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona																
Brekke																
Ritche																
McAuliffe																
Multipurpose Rooms:																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																
Ritche																
McAuliffe																

1.5 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 the academic Strand Focus and Academy programs that focus on students creating projects as a culmination of the integrated units and require them to collaborate, communicate, engage in problem solving and the production of projects that demonstrate mastery of the curriculum. The District's capital improvement program continues to invest in building 21st century learning environments that facilitate the implementation of highly effective and innovative teaching strategies that foster creativity, collaboration, communication, and problem-solving skills in all students through the use of educational technology tools and resources.

For the past few years, the District's priority has been to focus on the continuous improvement of instructional strategies and practices upon which to build 21st Century teaching and learning skills by building teacher capacity. The District has provided targeted staff development opportunities that have trained teachers on instructional strategies and practices that support the academic success of all students. Specifically, the primary focus of professional development activities has been to support teachers in the delivery of English Language Development, Dual Language, English Language Arts and Mathematic Instruction.

Additionally, this academic year, the focus has been on improving instructional strategies and practices for the teaching of writing and on developing integrated units using the Next Generation Science Standards. The District continues to implement the practice of teachers engaging in strong collaborative and high performing groups to improve teaching and learning.

As detailed in Section 2.1, the core of the District's vision and mission remains to improve student academic performance and achievement. The curriculum adopted and implemented along with the strategies and practices used are based on research findings that have been tested and proven. The District's academic program and commitment to continuous improvement in academic performance and achievement drives the facilities capital plan.

2.1 EDUCATIONAL PROGRAM UPDATE

The K-8 schools have completed their fourth year of implementation (2017-18). Likewise, implementation of the Academic Strand Focus (K-5) and Academy (6-8) programs has yielded five years of implementation progress. An integrated approach to the implementation of said academic programs continue to be the catalyst and driver of the structural improvements and upgrades made to District schools. The investment in capital improvement aims to improve conditions of learning and provide the infrastructure for the integration of educational technology.

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), Makers Education, or program design that includes collaborative groups and visual thinking. Over the last few 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. The purpose of this training is to promote instructional practices that improve the skills and knowledge that are vital for students to engage in performing tasks that required higher level thinking skills such as problem solving, complex reasoning, decision making, and comprehending and analyzing information critically.

The District remains focused on providing training on foundational skills that facilitate the implementation and teaching of writing across the curriculum. In addition, the District remains committed to establishing a professional culture where groups work in partnership, team up, and collaborate for the sole purpose of improving teaching and learning.

Progress and status of the 2017-18 Educational Program Work Plan:

1. The District has been focused on the implementation of writing skills across the curriculum. Teachers in 1st through 8th grade have attended trainings that demonstrate strategies and commit to practices that create writer's workshops, manage feedback on writing, and use instructional techniques proven to be successful on improving student writing skills and abilities. These instructional strategies are being integrated into the curriculum at each of the schools. The District will provide the same writer's workshop training to Kindergarten teachers in the Fall of 2018.
2. The District has completed the alignment of the Next Generation Science Standards (NGSS) with the English Language Arts approved and adopted Wonders curriculum as well as with the District's online digital literacy platform, "myON" reading. Students will be expected to demonstrate mastery of each standard via the completion of projects that reflect content rigor and integration of the curriculum.
3. District schools continue to build their academic program through the integration of student projects and activities related to the academic focus of each school. At Harrington Elementary, students learn piano keyboarding skills due to the new piano keyboarding lab. This is a highly popular program with the students and has academic cross over in particular with mathematics.
4. Elective classes have been added to meet the academic needs of students. For example, Frank Middle School sixth grade students can now take robotics classes while students at Haydock Middle School have the opportunity to take advanced music classes and/or a 3-D design course.
5. The District's leadership team has been focusing on learning, applying and institutionalizing practices that create high performing collaborative teams. These practices have proven to foster a school culture wherein teachers team up and commit to be critical thinkers, collaborators, and

communicators. The focus of the collaboration is on improving student achievement by reviewing what the students have learned as reported on the benchmark assessments (formative assessments) and what the students need to learn. Instruction is then delivered based on what the student most needs.

6. The work of schools toward creating, incorporating, and using formative assessments to track progress and inform instruction is ongoing. The Smarter Balance Assessment System (SBAC) standardized interim benchmark assessments designed to measure and evaluate progress in student performance are utilized to monitor student progress throughout the year. The data is collected and analyzed to identify academic strengths and deficiencies. This information is then used to develop an action plan outlining measures to improve instructional practices and support students in meeting challenging college and career readiness standards.
7. The District is using interim benchmark assessments to measure student progress. The District recognizes that data driven instruction has proven to improve student performance and generate gains in student achievement. Data allows staff to differentiate and design lessons based on the academic needs of students as well as execute targeted instruction.
8. The District has been focused on research of model programs proven to yield gains in student performance and achievement for English Language Learners. District's schools will be designated as either Dual Language Immersion or as English Only schools starting in the 2018-19 school year as these models have solid research proving their effectiveness.

2.1.1 ACADEMIC STRAND FOCUS PROGRAMS & DUAL LANGUAGE IMMERSION

The District's commitment to improved student performance and achievement is evident by the successful initiation and implementation of academic Strand Focus programs and K-8 academics at each of its schools and now the expansion of Dual Language Immersion (DLI) programs at its schools. With the goal of meeting the needs of its students and providing them with a rigorous and innovative instructional program, the District will implement 50/50 Dual Immersion Programs at eight schools, four K-5 and four K-8. All other schools will offer an English only instructional program. The DLI program will enable students to acquire academic proficiency in English and Spanish as well as achieve mastery of grade level core content and performance standards. DLI programs will be offered in Kindergarten through 8th grade, allowing students an opportunity to participate in this program throughout their educational experience with the District.

Dual Language Immersion is designed to combine two language education models while providing academic instruction in two languages. For instance, English only speakers and English Learners learn together, support each other in their second language acquisition, and develop linguistic and academic competencies in two languages and culture. Research has shown that proficiency in more than one language develops higher level cognitive skills and better prepares students for college and career. To ensure the success of the DLI program, the District will recruit and retain highly qualified teachers who are bilingual and bicultural as well as provide the necessary curriculum in both English and Spanish.

2.1.2 TRANSITION PLANS

CFW has partnered with the District to design and build school facilities that include elements which facilitate the creation of a 21st Century teaching and learning environment. The transformation of school buildings into vibrant classroom settings, where students engage in expanding their knowledge and skills, requires ongoing planning and collaboration. In the conceptual stage of new construction and/or modernization of school buildings, CFW supports the District in envisioning the design and creation of spaces that promote the rollout of innovative search-based instructional programs, and that inspire the implementation of highly effective practices to improve student performance and achievement.

As the facility projects are nearing completion, CFW and District staff work closely to assist site administrators, staff and students in the transition to the newly constructed and completed projects. For the successful occupancy of these facility projects, advanced transition planning for each project is required. CFW supports the District in developing this process by determining the educational use of each space, the selection of furniture and equipment that will meet the instructional requirements, coordination and communication with vendors, ordering the selected furniture and equipment for each project, defining the training needs and selection of trainers, and coordinating the details of the final construction of the facility. The implementation of these Transition Plans is intended to help mitigate uncertainties and alleviate the anxiety that often occurs with a move into a new facility.

The Transition Plans are accompanied by regular meetings that facilitate ongoing monitoring, reviewing, and updating of progress related to major construction dates, the installation of technology equipment, staff and teacher commissioning of furniture and technology, ordering of the furniture and equipment, and orchestrating the move into the new facility. Current Transition Plans in development or implementation include Elm, Marshall, and the Kindergarten/Flex Projects. A Transition Team has been selected for each of these projects and meets regularly to ensure that the major details required for a move into a new facility have been identified and addressed.

2.1.3 NEXT STEPS

Four K-5 schools and four K-8 schools within the District will implement 50/50 Dual Language Immersion programs next year while all other schools will offer an English only instructional program. There will continue to be an academic focus on writing across the curriculum and implementation of the Writer's Workshop. The District will continue to integrate science into the English language arts and math curriculum as this educational reform has just begun. In addition, schools will continue to work to implement effective teacher collaborative groups at each school site. CFW will continue to develop and implement the identified Transition Plans at sites where construction is nearing completion.

STATE & LOCAL CONSIDERATIONS

Periodically, the District receives updates on state and local considerations that may impact the implementation of the Master Construct and Implementation Program. Most recently, the Board received an update in May 2018 on the implementation of Prop. 51 and its potential impact on the State School Facilities Program (SFP) and the Master Construct Program. In December 2017, the Board received an update on the impact of escalating costs and modifications to previously adopted school specifications. The team is taking an opportunity once again to update the Board on some of these and other matters that may need to be taken into consideration as the District moves forward with the implementation of the Master Construct and Implementation Program.

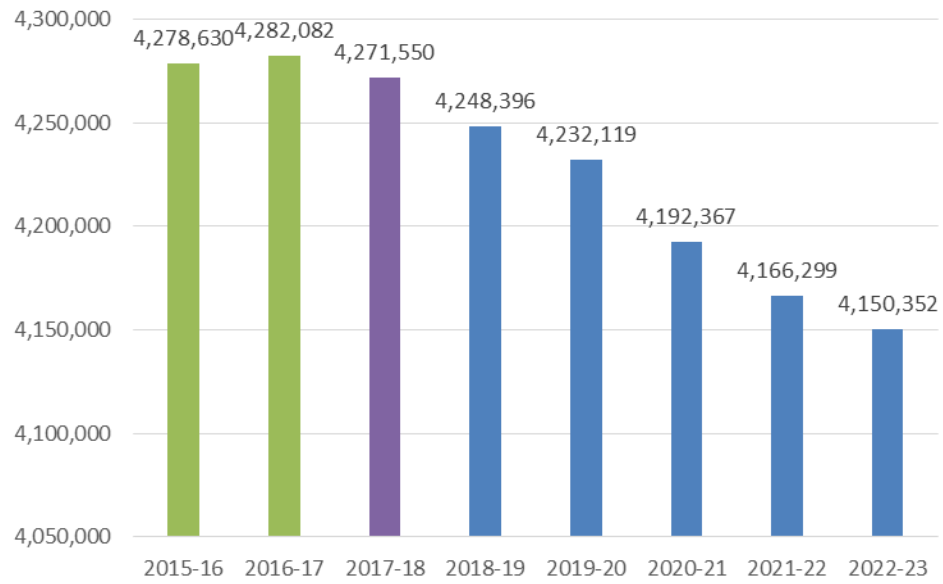
The following section provides a brief update of K-8 enrollment at the State, County and District level and its potential impact on the District's eligibility for pupil grant funding from the Office of Public School Construction (OPSC). It also updates cost factors that are impacting the Master Construct Program and necessary measures that must be undertaken. An update of Prop. 51 funding is presented suggesting a need to accelerate a plan for fully utilizing available grant funding for District projects before remaining Prop. 51 authorization is exhausted.

3.1 STUDENT ENROLLMENT AND STATE AID PUPIL GRANTS

Student enrollment impacts facilities funding programs for most California school districts in need of major facility improvements. According to the California Department of Finance, Demographic Research Unit which tabulates actual and projected K-12 enrollment based on Department of Education enrollment data and Department of Public Health births, K-8 enrollment statewide has been fairly constant over the last four years but is projected to decline over the next five years as indicated in Figure 1. While the decrease may be considered moderate at the State aggregate level (<2.9 %), enrollment fluctuations are anticipated to widen amongst counties and individual districts with some areas like the Central Valley increasing and more urban and mature areas like Los Angeles County declining.

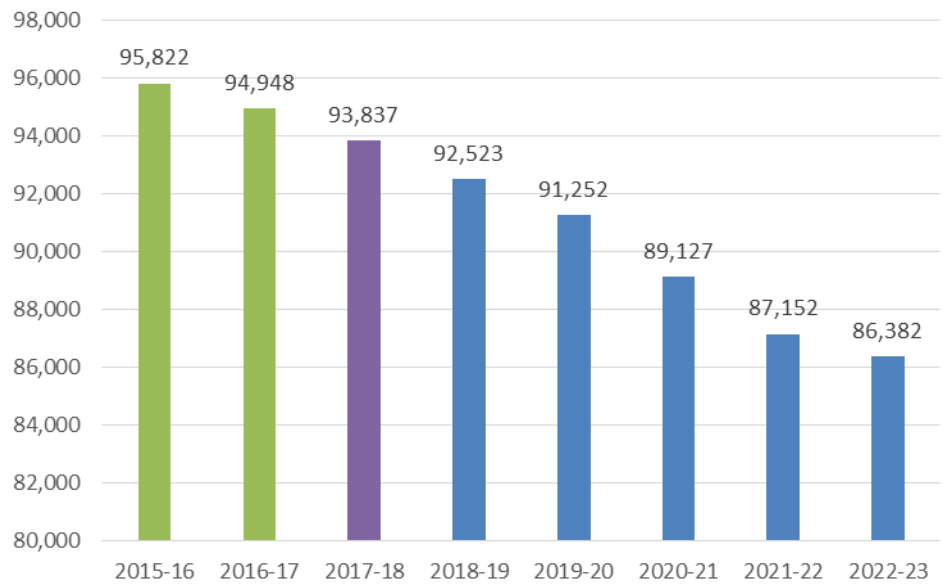
Figure 2 presents the projected decrease by the State for K-8 enrollment for Ventura County. According to the Demographic Research Unit, K-8 enrollment is projected to decrease in Ventura County by approximately 7,455 students over the next five years. A similar trend is forecasted by the District's consultant, DecisionInsite, for the Oxnard School District as demonstrated in Figure 3. Here, the projected decrease is estimated at 1,293 students by school year 2022-23.

Figure 1: California State K-8 Enrollment



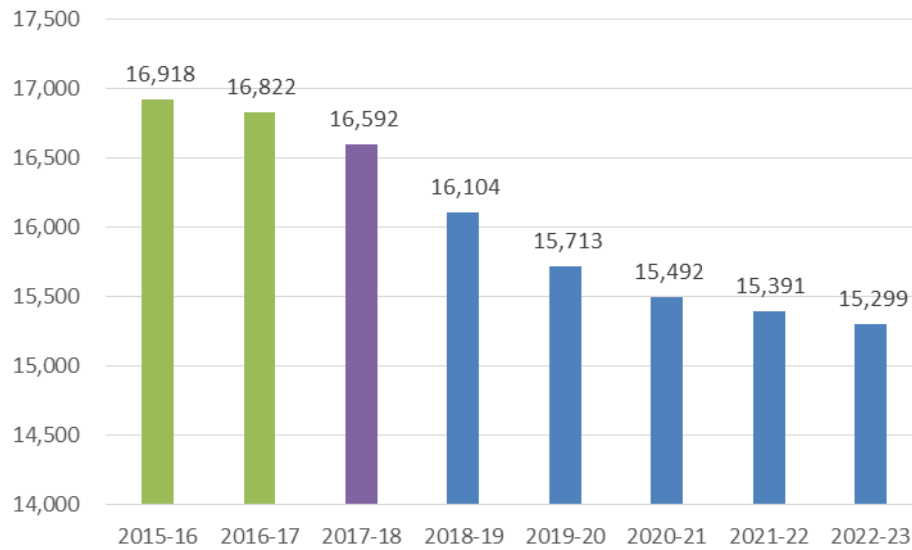
Sources: California State Department of Finance

Figure 2: Ventura County K-8 Enrollment



Sources: California State Department of Finance

Figure 3: Oxnard School District K-8 Enrollment



Sources: CALPADS; DecisionInsite

Table 1: Oxnard School District: Historical and Projected Enrollment by Grade

Grade	Historical Enrollment					Current 2017-18	Projected Enrollment*					Net Change
	2012-13	2013-14	2014-15	2015-16	2016-17		2018-19	2019-20	2020-21	2021-22	2022-23	
TK-K	2,007	2,111	2,166	2,181	2,068	2,002	1,911	1,871	1,885	1,881	1,875	(127)
1st	2,067	1,944	1,924	1,853	1,847	1,750	1,724	1,680	1,647	1,660	1,653	(97)
2nd	1,925	2,038	1,915	1,899	1,845	1,827	1,758	1,722	1,680	1,655	1,666	(161)
3rd	1,856	1,923	2,034	1,899	1,859	1,813	1,723	1,725	1,693	1,675	1,645	(168)
4th	1,787	1,852	1,915	1,984	1,879	1,834	1,794	1,697	1,708	1,693	1,670	(164)
5th	1,758	1,764	1,850	1,929	1,954	1,858	1,764	1,772	1,681	1,702	1,687	(171)
K-5 Total	11,400	11,632	11,804	11,745	11,452	11,084	10,675	10,469	10,293	10,263	10,199	(885)
6th	1,736	1,751	1,736	1,786	1,878	1,910	1,776	1,726	1,756	1,663	1,684	(226)
7th	1,735	1,699	1,684	1,722	1,776	1,838	1,790	1,748	1,710	1,757	1,661	(177)
8th	1,662	1,720	1,692	1,665	1,716	1,760	1,862	1,769	1,733	1,709	1,754	(6)
6-8 Total	5,133	5,170	5,112	5,173	5,370	5,508	5,429	5,244	5,199	5,128	5,100	(408)
Total	16,533	16,802	16,916	16,918	16,822	16,592	16,104	15,713	15,492	15,391	15,299	(1,293)

*Projected enrollment provided from DecisionInsite online 2018 projections; projected SDC enrollment not provided by grade and has therefore been evenly distributed across grades K-8

Sources: CALPADS; DecisionInsite

According to Table 1, annual growth in District enrollment began leveling off in school year 2014-15 and has been generally stable since then at approximately 16,900 students. As of the 2017-18 school year, the District’s total enrollment is estimated at 16,592. Data from DecisionInsite suggests that total District enrollment is projected to be 15,299 by 2022-23, 1,293 less students than the current enrollment. Of this enrollment, most of the decrease is projected to occur in the elementary K-5 grade levels.

In general, the methodology for projecting enrollment assumes matriculation of prior year grade level enrollment continuing at an ascribed rate through a district's grade configuration annually. New kindergarten enrollment is in most part governed by the actual rates of births within a district's catchment area. Factors such as migration, immigration and new residential construction may substantially alter short term projections while still leveling out over a greater period. Areas that are experiencing large residential development, especially after long periods of minimal residential construction, may see less significant increases or declines than may otherwise be projected. Some of these characteristics are currently visible in the City of Oxnard, where new residential development is once again proceeding after a significant hiatus from the last recession.

Pursuant to the State SFP and Prop. 51, the Master Construct Program is designed to maximize available State new construction grants to assist in the funding and construction of replacement and new school facilities. Eligibility is generally established by calculating the total student enrollment of a District less the total amount of students that may be housed in permanent classrooms, based on state classroom loading standards. The net difference establishes the amount of pupil grants a district may seek for proportional reimbursement of new facilities it may construct. Absent other factors, a decrease of one student in the above formula generally equates to a decrease of one pupil grant of State new construction eligibility.

Therefore, a strategy to optimize available state pupil grants at current enrollment levels, prior to any significant decline may be required. As previously presented to the Board, the process required to obtain State funding follows with the selection of a project, a design team, necessary environmental reviews, DSA plan submittals and approvals, and California Department of Education (CDE) approval of projects seeking State aid consideration. Thereafter, an application for State funding may be submitted to the Office of Public School Construction (OPSC). It is not uncommon for this process to require a 12 to 15-month time period.

Once an application is approved by the OPSC and grant dollars are allocated by the State Allocation Board (SAB) for that project, any future downward adjustments to enrollment will not decrease the amount of the funded application. Until that time, however, a net decrease in enrollment will potentially decrease the amount of remaining grant funding that the District may receive if enrollment declines. This requires the District to consider accelerating project applications for State aid and prioritizing those applications that may need the least amount of time to fully process for consideration, prior to any potential decline in overall enrollment. A review of opportunities suggests that the District seek to increase grant funding of approved projects wherever possible, even if means capturing existing district wide eligibility from future projects that have not yet been designed prior to any subsequent major decrease in actual enrollment. Such an approach is presented and proposed for implementation in the facilities section of this report.

3.2 INCREASING COSTS

As part of the December 2017 six-month report, the Board received a review of Program progress and mechanisms for incorporating changes or adjustments over time to reflect evolving local needs, modified State practices, or new Program requirements. This included a need to identify the cumulative impact of these modifications to date and how they may impact the Program collectively over time. Major impacts included:

- Increasing the number of classrooms at selected remaining K-5 replacement schools from 28 to 31 where feasible and pursuant to recommended budgets
- Providing additional capacity to accommodate eight more classrooms for TK/Kindergarten and Special Education at McAuliffe, Ritchen, Brekke, and Ramona
- Increasing specification and square footage of administrative and food service spaces
- Accommodating changes to the physical education program requiring additional lockers, dressing area and faculty space at select K-8 school facilities (e.g. Lemonwood and Marshall)
- Expansion of support facility capacity (e.g. multipurpose rooms, restrooms, parking), proportionate to the increased classroom capacity
- Additional lineal footage of requested fencing

In addition, the District has requested changes to facility materials, equipment, and operations for technology upgrades for Data and AV Systems, planned acceleration of the 1:1 replacement program and District Standard Equipment and Materials for HVAC, roofing and lighting. There has also been additional site wide and DSA site specific requirements, including testing and structural requirements and supplemental offsite improvements required by the City (e.g., offsite sewer). The District has also encumbered additional lease payments for the acquisition of the Doris/Patterson school site for which developer fees are assigned to repay on an interim basis until such time as State land and facility reimbursements are granted by the State for the development of the site.

Collectively, the resulting outcome of the aforementioned changes is at least twofold. First, the total square footage of proposed new school buildings has increased by over ten percent in certain instances. Secondly, the estimated overall increase in the square footage hard cost of development is now \$450 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 costs than those originally expended on the bid of construction of Harrington in 2014 when compared to the most recent bid for the construction of McKinna in May 2018.

Added to this is the actual and projected increase to the California construction cost index in years to date (>11%) since December 2013 and those that lay ahead. Collectively, these amounts have exceeded the Program Reserve policy for Phase 2 project expenditures to date at twice the rate established by the District for Phase I projects and will continue to increase for subsequent program phases. Program Reserves will need to be substantially increased to keep up with projects already in the design and planning process and a rescheduling of project implementation is proposed to accommodate this

requirement. Such approaches are presented and proposed as adjustments to the Master Budget and Master Schedule of projects.

3.3 PROP. 51 AND STATE REIMBURSEMENT

State implementation of Prop. 51 funding to match or offset school construction costs has impacted the Program. The slow expansion of staff at the OPSC to review pending applications, delays in required State bond sales and reduction in the size and distribution of initial funding availability, plus ongoing SAB changes to the grant funding formula for land and facilities reimbursements have also increased local funding requirements. In prior approved State bond measures, the initial sale of bonds has been roughly equal to the amount of projects awaiting funding. To date, approximately \$3.0 billion of the amount of bonds approved by voters for K-12 facilities is expected to be on the waiting list for funding consideration by the end of the year with the balance anticipated to be fully subscribed within the next 24 to 30 months. The latter is especially troubling given the amount of anticipated bond measures on the ballot in 2018 that are also seeking a state grant match. Yet only \$516 million in State bonds have been issued to date to fund projects on the waiting list.

The limited amount of Prop. 51 bonds issued to date has significantly reduced the amount and delayed the timing of State reimbursements due the District's Master Construct Program. Without these reimbursements, the District has had to continue to fund major school replacement projects with 100 percent local funding, limiting the implementation of remaining replacement and support facility improvement projects at the other existing school sites until State reimbursements from prior eligible projects is received. In the interim, this is increasing the construction costs of projects remaining to be funded and delaying projects to be implemented. For example, had the District received its share of State grant reimbursements, the various multipurpose room, gym and support spaces improvement projects would be otherwise underway.

At this time, the District has approximately \$43.9 million in applications awaiting State review and funding. Because of Prop. 51 delays, these funds are now needed to continue to complete the Basic Program and fully implement the Extended Program for facilities adopted by the Board for the Master Construct Program. Pending applications are now being accelerated to minimize the impact of any projected enrollment declines on future pupil grant funding. As these funds are depleted, the District should be adequately positioned to implement the Enhanced component of its overall State funding strategy which requires Financial Hardship construction funding.

However, the timeline required to submit an application for State funding for some of the remaining projects may exceed the projected window of the remaining availability of Prop. 51 funding. For example, the unique design of the existing Sierra Linda site requires the use of a new school facility in order to provide adequate "swing" space to house Sierra Linda students while the older facility is demolished and rebuilt. Therefore, there is a need to propose the acceleration of remaining Master Construct projects that do not require such an additional lead time for design, or approval and submittal of remaining new construction eligibility from the CDE or DSA.

It is proposed that the Marina West project design be accelerated as was the case for Lemonwood and is currently the case for Rose Avenue school in order to absorb as many remaining pupil grants as possible during this period should Prop. 51 funding be accelerated or should local enrollment begin to decrease. Likewise, the Board may wish to consider proceeding with the design, CDE/DSA approval of a “reuse of plans” approach and submittal of grant applications based on the Lemonwood gym for the Driffill school site to absorb remaining pupil grant eligibility. These options are further detailed in the facilities section of this report.

3.4 CONCLUSIONS

The District has successfully implemented the major portion of facilities projects undertaken to date in design and construction of projects under implementation. However, adjustments are required in order to proceed. Recommendations are provided and options are presented where possible for further Board consideration. Additional proposed projects for implementation over the next six-month period are proposed in the facilities section of this report for consideration by the Board.

FACILITIES PROGRAM

The following section provides an update by the District, its consultants and CFW of planned facility improvements and projects underway. As discussed in the previous section, State and local factors continue to influence the Master Construct Program, especially as to budget, State aid receipts, specifications and project sequencing. Some of these factors have been incorporated into the following project updates and recommendations, including additional project options for consideration. Highlights and expected outcomes of projects under management and projects anticipated to begin underway over the next six-month period are presented. Proposed adjustments to projects, including budget, timeline and sequencing of State aid applications are provided. These components are then carried over in to further discussion in the overall funding and Master Budget, Schedule and Timeline recommendations later in this report.

4.1 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 DSA. Completed facilities program 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 underway include continued reconstruction efforts for the new Lemonwood K-8 school (Phase 2) and new Elm K-5 campus, a new 12 classroom building at Marshall elementary school, kindergarten/flex improvements at Brekke, Ritchen, and McAuliffe, and a new child development center/kindergarten annex at Harrington Elementary School.

4.1.1 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. The first phase of construction is complete and includes the main classroom and multipurpose buildings. This phase of work achieved substantial completion for the new classroom building in January 2018, and for the multi-purpose building in February 2018. Occupation of the new classroom building and multi-purpose building by students and staff occurred as planned in February 2018. In March 2018, the District conducted a “Soft Opening” event celebrating the completion of the first phase of work. The event was well received by the school site and the community.



New Classroom Building (Left) and Sample Classroom (Right)



New Lemonwood Elementary School Soft Opening Celebration March 2018

Before the buildings were turned over to the school for use, CFW, the site principal, and the District’s IT staff coordinated classroom training and commissioning sessions for the site’s Teachers on Special Assignment (TOSAs) for technology. The TOSAs in turn trained the classroom teachers on the use of the technology system. Similar training sessions were conducted by CFW and by the general contractor on the use of the kitchen equipment and general building systems, such as the thermostats and the lights.

Construction is underway for the second phase and will include new kindergarten and administration buildings, to be completed by April 2019. Demolition commenced in March 2018 and was completed in April 2018. Excavation/earthwork for this second phase began in May 2018 and has been completed. Construction of underground utilities, soil remediation and foundation prep for the new building is underway.

The Lemonwood Reconstruction project is proceeding under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders totaling approximately \$32.1 million to date. A recommended budget adjustment of approximately \$1.7 million is proposed to the Master Budget to accommodate prior Board approved construction change orders and increases to professional services since the December update.

In July 2017, a reimbursement funding application was filed with the OPSC utilizing a total of 939 new construction pupil grants. This application is estimated to garner approximately \$12.5 million in estimated State aid based on 2018 per pupil grants and estimated site development costs. An additional funding application of approximately \$770,700 was filed in May 2018 with the OPSC utilizing available modernization portable eligibility for the project. A use of grants approach is proposed that would utilize additional new construction grants to the extent possible based on the District’s current loading standard.

Under this approach, an application utilizing 142 additional new construction pupil grants is proposed to be filed for the project during the next six-month period and estimated to garner approximately \$1.7 million in additional grant funding. In total, approximately \$14.9 million is estimated to be garnered in State funding for the project, based on current eligibility standards.

Over the next six months, construction will continue and planning for the final student and staff transition into the permanent kindergarten and administration buildings will begin. Construction activities occurring over the next six months will include placement of the concrete foundations for the kindergarten and administration buildings, wood framing, roofing, application of the building exterior finishes and doors/windows. Application of interior finishes and installation of mechanical, electrical, audio visual and plumbing services to the building will be well underway. Site work that will be underway and nearing completion will include the school parking lot and two new play areas, one for kindergarten and one of elementary aged students.

The reconstruction of the Lemonwood facility also retains and repurposes Building 3 of the original campus. Six modernized classrooms are proposed to provide “Flex Classrooms” for enhanced kindergarten, transitional kindergarten, or special day class 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. Remaining modernization eligibility attributable to the existing permanent building will be applied towards 6 classrooms, yielding approximately \$760,000 in anticipated modernization grant funding for this project. An application for funding will be filed with the OPSC for this project upon receipt of final CDE approval which is anticipated to occur over the next six-month period.

4.1.2 ELM RECONSTRUCTION

The Elm Reconstruction project replaces the original 1948 facility with 25 new permanent classrooms designed to serve up to 600 students per State standards in grades K-5. Construction began in February 2017 and is planned to be completed over two construction phases, with the first phase of construction to be completed by December 2018 and the second phase by June 2019.

Four new buildings are planned for the site including a two-story classroom wing, kindergarten classrooms, and multipurpose and administration facilities. The first phase of construction includes the classroom, kindergarten, multipurpose and administration buildings. The second phase of construction includes demolition of the existing school and creation of the new school play field.

Installation of the windows and roofing at the classroom building, administration building and kindergarten building is complete. Exterior cement plaster application is 80 percent complete. These buildings have mechanical, electrical and plumbing systems roughed in on their interiors. Drywall has been installed and drywall finishing is underway. Installation of the ceiling grid is ongoing at the classroom building and the kindergarten building. The multi-purpose building construction has been delayed by a protracted state approval process for a structural change. To date, the project is estimated to be 50 percent complete.



New Elm School Construction Progress – May 2018

A Lease Lease-Back agreement for a GMP construction contract of approximately \$23.3 million was approved by the Board in December 2016. A change order to install 785 linear feet of sewer line, at Iris and San Marino Streets, 4 blocks southwest of Elm School, has been submitted for Board approval. This change order will increase the contract by approximately \$925,000 and is required by the City of Oxnard for project connection to the city sewer system.

An application for reimbursement funding utilizing 613 new construction pupil grants was filed with the OPSC in April 2018 totaling approximately \$8.5 million in estimated State aid pupil grants and estimated site development costs. Additional funding applications utilizing available portable modernization eligibility will also be filed with the OPSC for approximately \$1.3 million over the next six- to 12-month period. Portable classroom eligibility like this can be applied to new construction costs under the OPSC “Like for Like” program. Of this amount, approximately \$330,300 is to be filed within the next six months based on estimated current portable eligibility, while approximately \$990,900 may be filed in July 2019 upon those portables becoming eligible. Any applications utilizing portable eligibility must be completed prior to the anticipated DSA closeout for the project. In addition, a supplemental use of grants approach is also proposed at Elm utilizing 72 additional new construction pupil grants for the project which is estimated to garner approximately \$832,824 in additional grant funding. Based on this proposed strategy, approximately \$10.6 million is estimated to be garnered in State funding toward this project.

Over the next six months, construction activities will continue with the classroom, kindergarten, multipurpose and administration buildings expected to be substantially completed. Anticipated construction milestones during this period will include completion of the exterior envelope for the buildings, completion of the interior finishes and installation of the audio-visual components of the classrooms. Site hardscape, including the school parking lot, and landscape will be complete. In addition, CFW and the District will institute a transition plan for the move into the new school. This plan will cover staff training on technology and building systems, and a detailed timeline of steps required to complete the moving of staff and students in an as orderly and efficient manner as possible.

4.1.3 MARSHALL NEW CLASSROOM BUILDING

A new two-story classroom building is currently under construction at Marshall Elementary School. The project includes the construction of a new two-story classroom building 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. This building has been carefully designed to match the existing campus on the outside while providing modern, flexible and agile learning environments on the inside.

Construction commenced in September 2017 with an estimated 30 percent of the scope of work completed to date. Structural steel framing for the new classroom building has been set in place. Wood framing for the ground level is also complete and the second level framing is underway. The elevator pit has been poured and structural steel for the elevator has also been erected. A new playground was included in this project and was completed and turned over to the school in May 2018. Construction is scheduled to be completed by October 2018.



Marshall New Classroom Building Construction Progress – May 2018

The Marshall New Classroom Building project is proceeding under a Lease Lease-Back agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders totaling approximately \$9.1 million to date. There are no proposed amendments to the Master Budget at this time.

In November 2017, a reimbursement funding application was filed with the OPSC utilizing a total of 316 new construction pupil grants, estimated to garner approximately \$4.2 million in estimated State aid pupil grant amounts and estimated site development costs. An additional use of grants application utilizing 80 additional new construction pupil grants is anticipated to be filed over the next six-month period to garner an estimated \$957,376 in additional grant funding. In total, approximately \$5.2 million is estimated to be garnered in State funding for the project based on the above approach.

In addition to the ongoing construction activities, CFW has worked with the District to develop a transition plan for moving into the new building. The intent of the plan is to fully utilize the new facility as designed and approved by the Board into a fully integrated component of the existing facilities, in support of the education strand of Visual and Performing Arts that has been established at the school site and approved by the Board. Over the next six months, CFW and the District will continue to develop and implement the plan with staff, teachers and team members that transitions the opening and operation of the District's latest K-8 school. In addition, construction will continue to be monitored and coordinated. Anticipated construction milestones during this period will include framing of the second floor of the building, roofing, completion of the exterior envelope including windows / doors and exterior finishes and installation of

interior finishes along with electrical, mechanical, audio visual and plumbing systems for the classrooms and building.

4.1.4 HARRINGTON EARLY CHILDHOOD DEVELOPMENT CENTER

The Harrington Early Child Development Center/Kindergarten Annex project includes the renovation of three buildings of the original Harrington school to provide flexible classroom facilities to serve preschool or kindergarten/transitional kindergarten programs. Four classrooms that meet preschool and kindergarten requirements are planned, as well as improved playground areas. Construction commenced in September 2017 and is scheduled to be completed in August 2018.

Renovation of the exterior envelope of the three buildings to be renovated is complete, including framing work, window replacement and roof and cement plaster patching. Rough-in of plumbing, electrical and HVAC systems to the new structures is also substantially complete. Interior finish work and finish electrical work for the audio-visual systems is underway. The new playground included in the project scope is complete. The overall completion status of the project is at 50 percent.



Harrington Child Development Center/Kindergarten Annex Construction Progress – May 2018

The project is proceeding per the Board approved budget of approximately \$2.5 million. A recommended budget adjustment of approximately \$74,000 is proposed to accommodate additional professional services, primarily associated with additional design services to renovate two existing portable buildings on the site for incorporation into the program. In May 2018, an application for reimbursement funding was filed with the OPSC totaling approximately \$596,040 in estimated State aid modernization grants and estimated site development costs. Over the upcoming months, construction will continue to be monitored towards completion and occupancy including coordination efforts related to the installation of District provided AV components and furniture.

4.2 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. Measure “D” projects are well underway including DSA approval of the reconstructed McKinna K-5 elementary school project anticipated to commence construction in summer 2018, submittal to DSA for the new Seabridge K-5 school, and DSA submittal for the reconstruction of Rose Avenue K-5 school. The new elementary and middle school site at Doris Avenue and Patterson Road has been purchased, the Final Environmental

Impact Report completed and approved, and the LAFCo annexation process initiated. Construction has commenced for the kindergarten/flex classroom projects planned at McAuliffe, Ritche, Brekke elementary schools, with Ramona to follow.

The following sections provide further detail on the status of Measure “D” projects and expected outcomes over the next six months.

4.2.1 MCKINNA ELEMENTARY RECONSTRUCTION

The McKinna Elementary School Reconstruction project includes new 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.

The project received DSA approval in March 2018. An application for final California Department of Education (CDE) approval was filed and is currently pending CDE approval. Upon receipt of CDE approval, an initial funding application will be submitted to the OPSC utilizing a total of 710 new construction pupil grants and is estimated to garner approximately \$9.9 million in estimated State pupil grants and site development costs. An additional funding application of approximately \$1.1 million is proposed to be filed with the OPSC utilizing available modernization portable classroom eligibility for the project. A use of grants application utilizing 50 additional new construction pupil grants is anticipated to be filed thereafter to garner approximately \$578,350 in additional grant funding. In total, approximately \$11.6 million is estimated to be garnered in State funding for the project.

Activities associated with the development of the Guaranteed Maximum Price (GMP) are underway with a proposed GMP contract anticipated to be presented to the Board in June 2018. At this time, no adjustments to the Master Budget are recommended for this project until a GMP is finalized and approved. Over the next six months, construction activities are anticipated to be launched.





Reconstruction of McKinna School – Design Renderings by Dougherty

4.2.2 SEABRIDGE NEW CONSTRUCTION

The New Seabridge K-5 School consists of a new 630 student elementary school north of Oxnard’s Seabridge neighborhood along Wooley Road. The site was purchased in 2013. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces.

Over the last six months, design efforts were completed with plans submitted to DSA in February 2018. The project is currently under review by DSA and pending approval. A land acquisition reimbursement application was filed with OPSC for \$3.9 million, equal to 50 percent of the acquisition cost in June 2013. An application for final California Department of Education (CDE) approval was filed and is currently pending CDE approval. Upon receipt of CDE approval, a funding application will be submitted to the OPSC utilizing a total of 588 new construction pupil grants and is estimated to garner approximately \$7.9 million in estimated State funds. A use of grants application utilizing 64 additional new construction pupil grants would be filed thereafter estimated to garner approximately \$740,288 in additional grant funding. In total, approximately \$8.7 million is estimated to be garnered in State funding for the project.

Over the next six months, the team will continue to monitor DSA and CDE review and approval. No budget adjustments are proposed at this time, although costs are expected to increase once final DSA approval is received.



New Seabridge K-5 School – Design Renderings by Flewelling and Moody

4.2.3 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.

Over the last six months, design efforts have been underway towards the submittal of the design plans to DSA. DSA submittal is anticipated for June 2018. An application for preliminary approval was submitted to CDE and is currently under review. Efforts to complete the California Environmental Quality Act (CEQA) have continued with findings anticipated to be presented to the Board in June 2018. Upon completion of final CEQA efforts and the DSA submittal package, an application for final approval will be submitted to CDE.

Rose Avenue is proposed to be submitted as a financial hardship funding application to the OPSC. Upon receipt of CDE approval, a funding application will be submitted to the OPSC utilizing a total of 710 new construction pupil grants and is estimated to garner approximately \$19.9 million in estimated State pupil grants and site development costs based on financial hardship. Under this program, the State would fund its grant portion, plus the required local match by the District. An additional financial hardship funding application of approximately \$660,600 is proposed to be filed with the OPSC utilizing available modernization portable classroom eligibility for the project under the “Like for Like” program component. A use of grants application utilizing 66 additional new construction pupil grants is proposed to be filed thereafter to garner approximately \$1.5 million in additional grant funding, also assuming financial hardship. In total, approximately \$22.1 million is estimated to be garnered in State funding for the project utilizing financial hardship.

Over the next six months, CFW will continue to manage the design of the Rose Avenue project, continue to monitor DSA and CDE submittal and review. No budget adjustments are proposed at this time, although costs are expected to increase once final DSA approval is received.

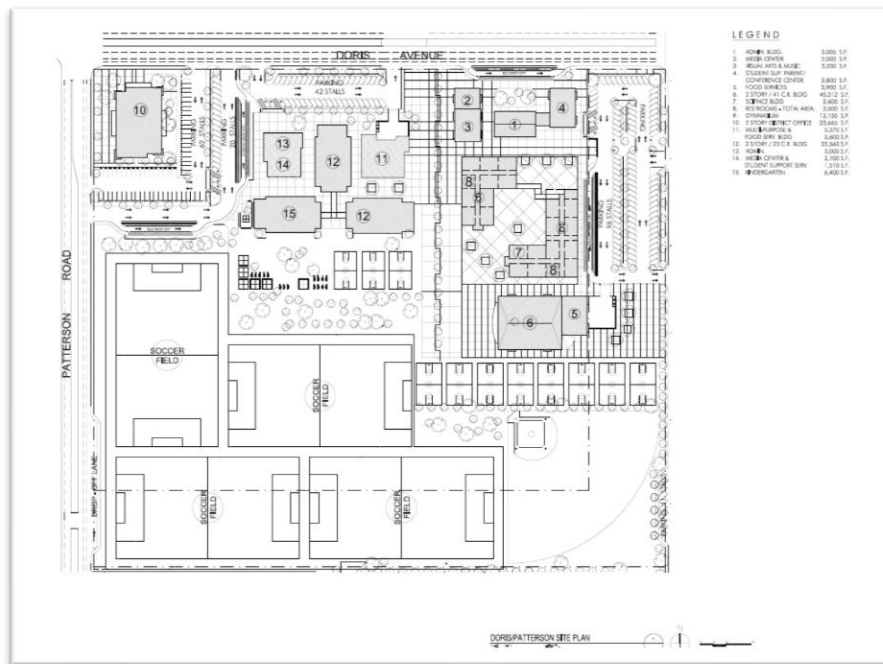


Reconstruction of Rose Avenue School – Design Renderings by IBI Group

4.2.4 DORIS/PATTERSON NEW CONSTRUCTION

The District has elected to proceed with the acquisition of a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new K-5 and 6-8 middle school facility, plus the ability to accommodate a District administrative center. Land acquisition efforts were completed in April 2018. In March 2018, the District completed the final Environmental Impact Report (EIR) for the project and filed the required notices of completion for the Final EIR, pursuant to the California Environmental Quality Act. 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.

A final application to the CDE will be filed for the land acquisition component of the project within the next six-month period. 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 and DSA, funding applications will be filed with the OPSC for State aid new construction facility funding.



Preliminary Doris/Patterson Conceptual Site Plan

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. The LAFCo application process has been initiated in cooperation with the District’s consultants and is anticipated to be completed by March 2019. At this time, a proposed master budget adjustment of approximately \$40,000 is recommended to accommodate anticipated remaining professional services and agency fees associated with the completion of the planning and LAFCo process.

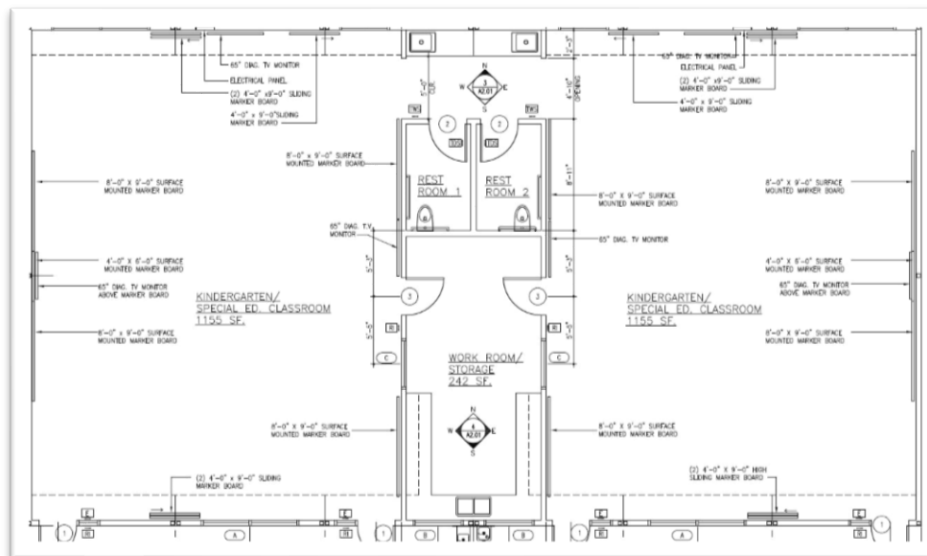
4.2.5 NEW KINDERGARTEN/FLEX CLASSROOM FACILITIES

New classroom facilities are planned to support the District’s transitional kindergarten (TK), kindergarten, and Special Education programs. To accommodate this need, four new modular kindergarten/flex classroom projects are underway 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 December 2017, the projects have been approved for construction by DSA, with the exception of Ramona. At Ramona, DSA found unresolved permitting issues with former projects on the site. CFW and the District have moved forward with clearing these prior close-out issues from prior State approved projects on the site. Due to this delay, construction at Ramona is anticipated now to be completed by November 2018.

Brekke, Ritchen and McAuliffe are currently under construction. Earthwork, including compaction and grading, has been accomplished and concrete foundations will be poured in the month of June. These three projects are planned to be completed in time for occupancy for the 2018-19 school year.



Sample Project Floor Plan – New Kindergarten/Flex Classroom Building

The projects are proceeding per the Board approved budget of approximately \$1.5 million per site. Recommended budget adjustments to Brekke, Ritchen, and McAuliffe totaling approximately \$1.1 million across all three sites are proposed to accommodate additional construction and professional service costs which have been approved previously by the Board for each project. Budget adjustments to the Ramona project may be required at the time of approval of the construction contract, but are not included at this time. Applications for final California Department of Education (CDE) approval have been filed for all four

school sites. Upon receipt of CDE approval, funding applications will be filed with OPSC and are estimated to utilize a total of 72 SDC Severe new construction pupil grants totaling approximately \$2.6 million in estimated State pupil and site development grants.

4.3 PROPOSED PROJECTS

As previously proposed in the State and Local Considerations section of this report, the following projects are proposed for consideration by the Board for implementation at this time. Marina West is the next school to be considered for replacement under the Master Construct Program and would be rebuilt via a “re-use of plans” approach based on the new design of the Rose school facility. Likewise, a multipurpose room/gym option is presented for consideration for the Driffill k-8 school site. Various options have been previously considered and CFW is now recommending a “re-use of plan” approach based on the facility at Lemonwood. Again, the proposed projects below are being proposed to capture as much remaining eligibility and Prop. 51 funding should the need to accelerate eligible projects be required.

4.3.1 MARINA WEST ELEMENTARY

Marina West School is located at 2501 Carob Street and was built in 1964. The school currently contains 20 permanent and 17 portable classrooms. The District’s FMP recommended an \$18.7 million construction and modernization program to build a new kindergarten building and media center; modernize classrooms and the MPR/food service building; upgrade electrical, and other utilities; improve parking, playfields, vehicular areas, lunch shelters, and play equipment; and relocate portables. Upon review, the Board elected to proceed with the reconstruction of Marina West as the anticipated costs or modernization was greater than 50 percent of the cost of new construction.

Replacing the existing school with new K-5 facilities pursuant to the Boards adopted specifications is currently estimated at approximately \$32.2 million. This would include a 28-classroom campus with library, administration space, multipurpose room, playfields, hard courts, and support spaces capable of supporting a student population of 700. In total, Marina West is anticipated to receive 741 new construction pupil grants to assist in the funding of this project.

The current campus is primarily aligned at the corner of Carob Street and McLoughlin Avenue. Conceptually, if the new campus were realigned facing McLoughlin and parallel to the adjacent city park, the new campus could best be constructed while the older campus remained in operation with lessened costs for interim facilities. Upon completion of construction, the older facilities would be demolished and replaced with play fields and required support facilities. The initial phase of work would comprise construction of the new campus facilities, followed by a demolition phase to remove original structures, and concluding with a final phase to complete parking and playfields. This project has been approved as part of the Master Construct Program and more specifically as an approved project under Measure “D”. Like its counterpart at Rose, funds would be advanced to design the facility for approval by CDE, DSA, OPSC and the SAB as a “financial Hardship” project. Subsequent construction would be dependent on the receipt of State aid funding.

4.3.2 DRIFFILL MULTIPURPOSE ROOM REPLACEMENT PROJECT

Driffill Elementary, located at 910 S. E Street, was originally constructed in 1946, modernized in 2004, and reconfigured in 2014 with the construction of a P2P classroom facility that contains classrooms, a library, and the school's administration office. Several original classrooms were demolished at the time of the P2P construction, with two original classroom buildings and the original multipurpose building remaining in use. The Measure "R" Implementation Program evaluated the cost and scope of this renovation, finding the modernization unlikely to address capacity concerns given its lack of any proposed expansion, and instead recommended the construction of a new multipurpose room and food service facility. In December 2015, the Board-adopted Semi-Annual Measure "R" Program update suggested an alternative proposal based on a "reuse of plans" approach.

An alternative scenario is now proposed for funding based on the reuse of plans for the Lemonwood multipurpose room/gymnasium building. The facility would include approximately 10,683 square feet including assembly/gymnasium and presentation areas, service and kitchen areas, storage, restrooms, and grade 6-8 student locker rooms. Based on a recent GMP cost associated with the multipurpose/gymnasium building designed for the Lemonwood reconstruction project, the estimated development cost of the facility is estimated at approximately \$7.0 million. The proposed Driffill multipurpose/gymnasium building is anticipated to receive 299 pupil grants based on the scope of this project, totaling approximately \$1.7 million in funding.

4.4 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 add proposed projects, adjust budgets, schedules and timelines as indicated and to proceed with the filing of required State aid applications as presented, based on Board approval as needed.

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities 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).

An integrated strategy is utilized to leverage State aid new construction and modernization grants. The Basic Strategy includes the use of 100% local funds on projects that are eligible for State aid reimbursement. The Extended Strategy uses reimbursed State grant monies to extend construction beyond local funding for remaining State aid eligible/non-eligible projects. An Enhanced Strategy utilizes a Financial Hardship status once all local funding and State aid reimbursements are encumbered. To date, approximately \$43.9 million in State aid new construction and modernization applications have been submitted to OPSC. As of this date, an additional \$77.1 million in future applications are anticipated for active projects, which includes a proposed Financial Hardship strategy for the reconstruction of Rose Avenue and Marina West.

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 \$95 million in Measure “D” bonds have been issued for identified projects, leaving approximately \$47.5 million in remaining Measure “D” authorization.

The following sections update the prior December 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.

5.1 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 School Facilities Program (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 \$7 billion for K-12 facilities. To date, the State has proceeded with the sale of \$600 million in bonds and the SAB has allocated a like amount in apportionments. The current list of OPSC grant requests pending SAB approval is approximately \$3.0 billion. The District’s projects are spread throughout this list. The District has \$34.1 million in projects to be funded in the next \$900 million to be apportioned by the SAB. There is approximately \$3.7 billion left to absorb of project applications – new construction and modernization at this time. There is a need to move the District’s projects forward as expeditiously as possible. OPSC staff continues to be impacted by reduced personnel and changes in guidelines and leadership and the Governor has continued to influence a protracted pace of implementation.

Since 2013, the Oxnard School District has been very successful with the Master Construct and Implementation Program. In total, 15 existing schools have received improvements, 2 more are in design or DSA, and 5 remain to be improved.

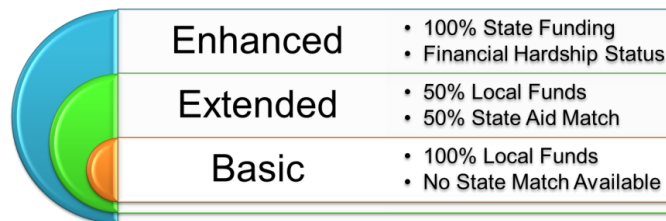
Table 2: Status of Master Construct and Implementation Program Projects

Completed/Under Construction	In Design/DSA	Pending
Harrington Elementary	Seabridge Elementary	Marina West Elementary
Lemonwood Elementary	Rose Avenue Elementary	Doris Patterson K-5/6-8
Marshall 12 Classroom Building	Kindergarten/Flex Classrooms (1)	Fremont Gym
Elm Elementary		Haydock Gym
Harrington ECDC		K-5 MPRs & Support Space (4)
Project 1 Science Labs/Kinders (9)		K-8 MPRs (4)
Kindergarten/Flex Classrooms (3)		
Lemonwood ECDC		
McKinna Elementary*		

*Subject to Board Approval of GMP

The Master Construct Program utilizes an integrated strategy to leverage State aid new construction and modernization grants. The Basic Strategy is to fund the upfront design and construction of projects with 100 percent local funds that are eligible for State aid reimbursement. Upon DSA approval, an application is submitted to reimburse the District a portion of its local funding with 50 or 60 percent State matching grants. The Extended Strategy uses reimbursed State grant monies to extend construction beyond local funding of remaining State aid eligible/non-eligible projects. Once all local funding and State aid reimbursements are encumbered, the District may qualify for Financial Hardship Status and receive 100% State funding for eligible projects, the Enhanced Strategy. Currently, the Basic and Extended Strategy is in use and the Enhanced (Hardship) Strategy is proposed to fund Rose and Marina West.

Figure 4: State Aid Strategy



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.

5.1.1 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 2018 pupil grant is currently \$4,404 for grades K-6 and \$4,658 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.

Table 3: Estimated Remaining Modernization Eligibility from Permanent Classrooms- 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	27	0		0		27	\$2,972,700	0		\$2,972,700
Chavez	29	0		0		0		29	\$3,192,900	\$3,192,900
Curren	0	0		0		0		0		\$0
Driffill	0	0		0		0		0		\$0
Elm	0	0		0		0		0		\$0
Frank	45	0		45	\$5,659,470	0		0		\$5,659,470
Fremont	34	0		0		0		34	\$4,276,044	\$4,276,044
Harrington	0	0		0		0		0		\$0
Haydock	32	32	\$4,024,512	0		0		0		\$4,024,512
Kamala	0	0		0		0		0		\$0
Lemonwood	0	0		0		0		0		\$0
Marina West	20	0		0		20	\$2,202,000	0		\$2,202,000
Marshall	28	0		0		0		28	\$3,082,800	\$3,082,800
McAuliffe	28	28	\$3,082,800	0		0		0		\$3,082,800
McKinna	0	0		0		0		0		\$0
Ramona	26	0		0		26	\$2,862,600	0		\$2,862,600
Ritchen	28	28	\$3,082,800	0		0		0		\$3,082,800
Rose Avenue	0	0		0		0		0		\$0
Sierra Linda	21	0		0		0		21	\$2,312,100	\$2,312,100
Soria	0	0		0		0		0		\$0
Total	318	88	\$10,190,112	45	\$5,659,470	73	\$8,037,300	112	\$12,863,844	\$36,750,726

*Current dollars

Table 4: Estimated Remaining Modernization Eligibility from Portable Classrooms- 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	2	0		0		2	\$220,200	0		\$220,200
Chavez	0	0		0		0		0		\$0
Curren	2	0		0		2	\$220,200	0		\$220,200
Driffill	0	0		0		0		0		\$0
Elm	15	0		15	\$1,651,500	0		0		\$1,651,500
Frank	7	0		0	\$0	5	\$628,830	2	\$251,532	\$880,362
Fremont	10	8	\$1,006,128	2	\$251,532	0		0		\$1,257,660
Harrington	5	3	\$330,300	2	\$220,200	0		0		\$550,500
Haydock	5	0		0		5	\$628,830	0		\$628,830
Kamala	6	0		5	\$550,500	1	\$110,100	0		\$660,600
Lemonwood	7	6	\$660,600	1	\$110,100	0		0		\$770,700
Marina West	9	0		6	\$660,600	0		3	\$330,300	\$990,900
Marshall	0	0		0		0		0		\$0
McAuliffe	11	3	\$330,300	6	\$660,600	2	\$220,200	0		\$1,211,100
McKinna	13	7	\$770,700	6	\$660,600	0		0		\$1,431,300
Ramona	2	0		0		0		2	\$220,200	\$220,200
Ritchen	4	0		4	\$440,400	0		0		\$440,400
Rose Avenue	3	0		3	\$330,300	0		0		\$330,300
Sierra Linda	10	0		6	\$660,600	0		4	\$440,400	\$1,101,000
Soria	0	0		0		0		0		\$0
Total	111	27	\$3,098,028	56	\$6,196,932	17	\$2,028,360	11	\$1,242,432	\$12,565,752

Submitted Applications

Project 1 - Fremont		8	\$1,006,128							
Project 1 - McAuliffe		1	\$110,100							
Harrington ECDC				5	\$550,500					
Lemonwood K-8 Portables		6	\$660,600	1	\$110,100					
Total		15	\$1,776,828	6	\$660,600	0		0		
Remaining Eligibility		12	\$1,321,200	50	\$5,536,332	17	\$2,028,360	11	\$1,242,432	\$10,128,324

*Current dollars

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 pupil grant eligibility 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 continues to utilize this approach, where applicable, to augment the amount of funding available to construct replacement school facilities.

Tables 3 and 4 summarize the District’s remaining eligibility for State modernization grants for permanent and portable facilities that were last modernized or placed in service at least 25 or 20 years ago, respectively. The estimated grants amounts have been updated to reflect the 2018 per pupil grant amounts established by the State. As shown in Table 3, the District may be ultimately eligible for approximately \$36.8 million in matching modernization grants, however, the majority of eligible funding does not become available until after 2021, once some of the facilities that were last modernized in the late 1990’s and early 2000’s become due again. Table 4 illustrates approximately \$12.6 million in modernization eligibility for portable classrooms that exceed their 20 year life. Unlike the eligibility of permanent facilities, the majority of eligibility for portable facilities is anticipated prior to 2021. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board and the corresponding timeline and schedule adopted as part of the Master Construct Program.

Overall, approximately \$2.4 million in modernization applications have been submitted to the OPSC. Individual modernization applications to be filed for Master Construct projects under management have been detailed in the prior facilities section of this report. All modernization applications 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 Master Construct projects.

5.1.2 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 2018 pupil grant is currently \$11,567 for grades K-6 and \$12,234 for grades 7-8, and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 5 summarizes the District’s estimated new construction eligibility based on estimated eligible pupil grants and 2018 adjustment to the per pupil grant amounts by the State. The District is estimated to be eligible for approximately \$77.2 million in new construction pupil grants, including \$65.8 million for grades K-6 and \$11.4 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 result. The estimated eligibility is available for use district wide, but subject to the availability of funding from the SFP which is currently funded from proceeds of the recent voter approved Prop. 51.

Table 5: New Construction Eligibility (50/50)

Grade Level	Eligible Pupils	Grant Value (2018)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	5,691	\$11,567	\$65,827,797	\$65,827,797
7-8	932	\$12,234	\$11,402,088	\$11,402,088
Total	6,623		\$77,229,885	\$77,229,885

** Does not include State reimbursements for land acquisition.*

5.1.3 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) 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. Careful sequencing of all remaining projects and projected reimbursements is required, so all remaining projects are designed and funds encumbered before entering the Hardship period. This may require the advanced funding of design components for remaining projects from local sources in advance of securing Hardship funding. The District will need to prioritize remaining projects to be considered for this option. This includes remaining projects to be built, including remaining schools, MPRs, gyms, and other support facilities in the Master Construct Program. At this time, potential Hardship funding sites include Rose Avenue, Marina West, and Sierra Linda.

5.1.4 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.

As reported in December 2017, the State continues to not accept applications for joint-use due to lack of funding at this time. Recent communication with OPSC staff has indicated no decision to replenish the program at this time. In the past, however, projects to be considered must have already received DSA and CDE approval and must demonstrate the ability to be constructed immediately. CFW will continue to monitor the status of the program.

To the extent funds become available in the future, 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.

5.1.5 REMAINING AND PROPOSED USE OF NEW CONSTRUCTION APPLICATIONS

Table 6 presents the New Construction applications that have been filed with the OPSC, indicating approximately \$36.5 million in submitted applications. Over the last six months, efforts were completed to submit the final Elm OPSC application. Efforts were also made to prepare and submit CDE applications for McKinna, Rose, Seabridge, and the four kindergarten/flex classroom projects. Table 6 also reflects the 2018 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.

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 6: Submitted New Construction Applications

	Pupil Grants			Est. Grant
	K-6	7-8	Total	Amount
Current Eligibility	5,691	932	6,623	\$77,229,885
Harrington School	807	0	807	\$9,334,569
Driffill	0	132	132	\$1,614,888
Lemonwood	575	351	926	\$10,945,159
Marshall	100	216	316	\$3,799,244
Elm	600	0	600	\$6,940,200
Total	2,082	699	2,781	\$32,634,060
				Plus Seabridge Land Purchase ¹
				\$3,878,426
			Total Applications	\$36,512,486
			Current Eligibility	\$77,229,885
			Less Pupil Grant Applications	(\$32,634,060)
Total grant amount remaining	3,609	233	3,842	\$44,595,825

1. No pupil grants required

Taking into consideration the applications that have been filed, the District's total remaining pupil grants as of this date is estimated to be 3,842 pupils based on the State's 50/50 match program. Enrollment trends and new residential development may impact this number in the future. 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 7 provides a summary of proposed new construction applications to be submitted. It also includes allowances for estimated grants previously and to be filed for SDC classrooms. Approximately \$58.9 million is anticipated to be filed and includes an assumed hardship approach for Rose Avenue and Marina West. For the remaining non-hardship projects, 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. All pupil grants eligible to date are proposed to be utilized under this proposed approach.

Table 7: Anticipated Remaining New Construction Applications

	Remaining New Construction Grants			Grant Amount
	K-6	7-8	Total	
Remaining pupil eligibility	3,609	233	3,842	
Less SDC pupils used*	242	0	242	\$8,041,566
	3,367	233	3,600	
<i>Less grants for projects to be used at:</i>				
Lemonwood Use of Grants	64	78	142	\$1,694,540
Elm Use of Grants	72	0	72	\$832,824
Marshall Use of Grants	32	48	80	\$957,376
Reconstruction of McKinna	675	0	675	\$7,807,725
McKinna Use of Grants	50	0	50	\$578,350
New K-5 at Seabridge	575	0	575	\$6,651,025
Seabridge Use of Grants	64	0	64	\$740,288
Reconstruction of Rose Avenue*	675	0	675	\$15,615,450
Rose Avenue Use of Grants*	66	0	66	\$1,526,844
Reconstruction of Marina West*	675	0	675	\$15,615,450
Marina West Use of Grants*	66	0	66	\$1,526,844
Driffill MPR/Gymnasium	299	0	299	\$3,456,714
New 6-8 at Doris/Patterson	54	107	161	\$1,935,475
Total grants used	3,367	233	3,600	\$58,938,905
Balance of Pupil Grants Remaining	0	0	0	
	Total Estimated New Construction Grants			\$66,980,471

*Includes new construction applications for kinder/flex projects and SDC pupils at reconstructed and new schools

**Assumes hardship funding

5.1.6 SUBMITTED AND PENDING STATE AID APPLICATIONS

Table 8 presents State aid applications that have been filed with the OPSC, totaling approximately \$43.9 million. Table 8 reflects the 2018 per pupil grant amounts and estimated additional anticipated allowances for site development. 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 8: Submitted State Aid Applications

Projects	Type	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
McAuliffe Project 1	Mod.	\$110,100	\$3,106	\$113,206
Fremont Project 1	Mod.	\$1,006,128	\$28,393	\$1,034,521
Driffill Kinder	New Const.	\$1,614,888	\$113,994	\$1,728,882
Seabridge Land	New Const.	\$3,878,426	\$0	\$3,878,426
Harrington	New Const.	\$9,899,731	\$838,399	\$10,738,130
Lemonwood	New Const.	\$11,227,740	\$1,227,750	\$12,455,490
Marshall	New Const.	\$3,799,244	\$395,100	\$4,194,344
Elm	New Const.	\$7,222,781	\$1,242,354	\$8,465,135
Harrington ECDC	Mod.	\$550,500	\$45,540	\$596,040
Lemonwood Portables	Mod.	\$770,700	\$0	\$770,700
Total		\$40,080,238	\$3,894,636	\$43,974,873

As shown in Table 9, approximately \$18.5 million in project applications are pending OPSC submittal. These projects have been approved by DSA and CDE and are in the process having applications completed for submitted to OPSC for processing. At that time, they will be placed in line awaiting the sale of future State bonds for funding.

Table 9: Pending State Aid Applications

Projects	Type	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
McKinna	New Const.	\$8,665,414	\$1,299,812	\$9,965,226
McKinna Portables	Mod.	\$1,101,000	\$0	\$1,101,000
Brekke Kinder Flex CRMs	New Const.	\$585,054	\$87,758	\$672,812
Ritchen Kinder Flex CRMs	New Const.	\$585,054	\$87,758	\$672,812
McAuliffe Kinder Flex CRMs	New Const.	\$585,054	\$87,758	\$672,812
Lemonwood Use of Grants	New Const.	\$1,694,540	\$0	\$1,694,540
Marshall Use of Grants	New Const.	\$957,376	\$0	\$957,376
Elm Use of Grants	New Const.	\$832,824	\$0	\$832,824
Elm Portables (2018)	Mod.	\$330,300	\$0	\$330,300
Elm Portables (2019)	Mod.	\$990,900	\$0	\$990,900
McKinna Use of Grants	New Const.	\$578,350	\$0	\$578,350
Total		\$16,905,866	\$1,563,086	\$18,468,952

Table 10 presents approximately \$31.5 million in future applications for projects that are currently undergoing DSA submittal in the case of Rose Avenue and DSA review in the case of Seabridge. Ramona and Seabridge are both new construction match projects. Rose Avenue is being designed and submitted as the District's first Financial Hardship school. The project will be submitted to DSA and OPSC in two components to include classrooms and support facilities. Classrooms are proposed to be funded through

Financial Hardship, whereas support facilities are to be financed by remaining yet unissued Measure “D” bonds. Therefore, construction is anticipated to in 2 phases.

Table 10: State Aid Applications for Projects

Projects	Type	Est. Base Grant	Est. Hardship Grant	Est. Sup. Grant	Total Est. Grant
Ramona Kinder Flex CRMs	New Const.	\$585,054	\$0	\$87,758	\$672,812
Seabridge	New Const.	\$6,933,606	\$0	\$1,040,041	\$7,973,647
Rose Avenue - Hardship	New Const.	\$8,665,414	\$8,665,414	\$2,599,624	\$19,930,452
Rose Avenue Portables - Hardship	Mod.	\$330,300	\$330,300	\$0	\$660,600
Seabridge Use of Grants	New Const.	\$740,288	\$0	\$0	\$740,288
Rose Avenue Use of Grants Hardship	New Const.	\$763,422	\$763,422	\$0	\$1,526,844
Total		\$18,018,084	\$9,759,136	\$3,727,423	\$31,504,643

Collectively, the District has approximately \$43.9 million in State aid applications that are under consideration with OPSC, an additional \$18.5 million in projects that are pending OPSC submittal, and a further \$31.5 million in projects that can be submitted to OPSC after DSA review. In total, the District has approximately \$93.9 million in foreseeable State aid eligibility.

At this time, approximately 1,236 in remaining new construction pupil grants are estimated to be remaining upon completion of applications for Rose Avenue and Seabridge. Any remaining unutilized new construction pupil grants may be considered for future new school projects not yet under design or DSA review, such as the new schools planned at the Doris Patterson site, Marina West, as well as projects at Driffill. At the present time, the District can anticipate approximately \$27.0 million in State aid eligibility, under financial hardship, to allocate towards these projects. Table 11 illustrates how these pupil grants would be utilized.

Table 11: State Aid Applications

Projects	Type	Est. Base Grant	Est. Hardship Grant	Est. Sup. Grant	Total Est. Grant
Doris Patterson 6-8	New Const.	\$1,935,475	\$0	\$290,321	\$2,225,797
Marina West K-5 Hardship	New Const.	\$8,665,414	\$8,665,414	\$2,599,624	\$19,930,452
Marina West K-5 Use of Grants Hardship	New Const.	\$763,422	\$763,422	\$0	\$1,526,844
Driffill MPR/Gym	New Const.	\$3,456,714	\$0	\$0	\$3,456,714
Total		\$14,821,025	\$9,428,836	\$2,889,946	\$27,139,807

Over the next six months, the team will evaluate these options to determine the recommended course of action for proposed future new school and support facility projects as contemplated in the plan.

5.2 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 \$3.79 per square foot of residential development and \$0.61 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 2018, the District adopted a Residential Development School Fee Justification Study prepared by Cooperative Strategies that established the justification for collecting Level 1 fees at the adjusted level of \$3.79 per square foot of residential construction and \$0.61 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 \$2.50 per square foot for residential and \$0.403 per square foot for commercial.

In April 2018, 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 \$4.06 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 1,539 residential single and multi-family homes, totaling 2,387,750 square feet, will be built in the District over the next five years. From this data, an estimated \$9.7 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.

5.3 GENERAL OBLIGATION BONDS

The District has used General Obligation (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 G.O. 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 G.O. bonds from the Measure “R” authorization 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 G.O. 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 G.O. bonds, Series 2017A (Series 2017A). 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. In February 2018, District staff and CFW recommended the sale of Series 2018B G.O. bonds to replenish the Program Reserve and fund projects underway. Additional project and reserve funds were originally anticipated to come from State aid reimbursements once the State implemented Proposition 51. However, delays in implementation have necessitated the District to utilize local funding sources exclusively to date.

5.3.1 SERIES 2018B MEASURE “D” BOND SALE

As part the previously adopted Six-Month Master Construct & Implementation Program Update, the Board directed District staff and CFW to partially accelerate the issuance of G.O. bonds from the Measure “D” authorization to fund projects underway and replenish the Program Reserve. The Board was presented with legal documents authorizing the sale of bonds on February 7, 2018 for the first reading and on February 21, 2018 for the second reading and approval. Following Board approval, the District’s financing team assisted the District in procuring an updated credit rating from Standard & Poor’s Global Ratings, preparing a prospectus to potential investors, and facilitating the sale of bonds. On March 29, 2018, the District concluded the sale of \$14 million in G.O. Bonds, Series 2018B (Series 2018B). Combined with the District’s Series 2017A bonds, approximately \$95.1 million in Measure “D” bonds have been issued to date leaving approximately \$47.5 million in remaining Measure “D” bond authorization.

The issuance of additional bonds will also allow the District to utilize funds from other local sources to accommodate the beginning of a technology replacement cycle. 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 \$8.4 million. Additional bond sales are currently scheduled for 2023 and 2026.

5.3.1.A CREDIT RATING

On February 26, 2018, District staff delivered a presentation to Standard and Poor’s Global Ratings for the purposes of conducting a rating assessment of the proposed Series 2018B bond sale. The credit rating serves as a signal to potential bond investors regarding the District’s creditworthiness and ability to repay principal and interest on the bonds. The District’s presentation provided summary highlights of the District’s credit factors, including:

- Local and regional economy

- Population demographics and wealth characteristics
- District governance and fiscal policies
- Financial performance and financial health
- Proposed Series 2018B Bond debt structure

The District’s presentation was well received, resulting in the reaffirmation of the District’s strong credit rating of “A+”. The reaffirmation was a positive outcome for the District, given future debt issuance plans and ongoing pension obligations. The District effectively communicated the rationale for the planned debt issuances while emphasizing the District’s positive credit factors—good financial management, broad and diverse economy, stable assessed valuation base and steady enrollment growth—largely offsetting credit concerns. The rating analysts also discussed the ‘stable’ outlook, reflecting expectation that the District’s available fund balances will remain at a strong level, or above 8% of general fund operating expenditures. The ‘stable’ outlook also reflects the rating analysts’ expectation that the District will continue to make adjustments should enrollment decline unexpectedly and pressure operations.

The “A+” rating represents a high grade, investment worthy credit for the District. Similar to one’s personal credit score, a strong rating corresponds to lower interest rates and cheaper, overall cost of borrowing. This positioned the District to secure lower interest rates at the time of the bond sale.

5.3.1.B PRE-PRICING AND MARKETING PERIOD

In preparation for the sale of the Series 2018B bonds, the District finalized and published its bond prospectus, the Preliminary Official Statement (POS) on March 8, 2018. This allowed the District’s underwriter, Stifel, to initiate a pre-sale marketing of the District’s bonds by transmitting the POS to potential investors and announcing the scheduled pre-pricing and pricing on March 13, 2018 and March 14, 2018, respectively. Typically, the POS is published one week prior to the scheduled sale date. This helped to promote the District’s credit profile and the bond financing among investors, which in turn generates interest for the District’s bonds.

5.3.1.C PRE-PRICING & FINAL PRICING CALLS

On March 13, 2018, the District participated in a pre-pricing conference call with the finance team to determine whether to enter the market and initiate the bond sale. The underwriter delivered information on the municipal bond market environment, pointing to certain favorable market factors, including:

- Positive tone in municipal interest rates with recent leveling of previous hikes
- Low volatility and corresponding market stability resulting from the recent strong jobs and quarterly earnings reports
- Low bond supply with few other municipal bond offerings to compete with the District’s bond sale

Further, the underwriter provided a preliminary interest rate proposal and evaluation of comparable bond transactions. Based on this information, the District authorized the underwriter to enter the market and accept investor bond orders.

The District participated in a final pricing call with the underwriter and CFW on March 14, 2018. During the final pricing call, the District received a report from the underwriter regarding investor acceptance and bond demand during the bond order period. The District's bonds were very well received by investors. The underwriter received orders for all bond maturities, with select maturities garnering subscription of three to five times the amount of available bond proceeds. Aided by high demand, the District was able to successfully negotiate an interest rate reduction for most maturities ranging from 2 to 10 basis points (10 basis points equals 1/10th of 1%). Additionally, certain bond structure adjustments were made at the request of CFW, which helped to reduce borrowing costs.

A revised final bond proposal was presented to the District reflecting changes from the pre-pricing to final pricing period. The final sale resulted in an average interest rate of 3.01%, a reduction of 5 basis points. Moreover, the repayment ratio (ratio of total repayment cost to initial principal borrowed) resulted in less than 2.2 to 1. This figure is well below the 4.0 to 1 maximum level the State deems acceptable for a similar bond issuance.

Overall, the District was able to successfully execute its bond sale, in some cases securing lower interest rates compared to other districts with higher credit ratings.

5.3.2 SOURCES AND USES OF BOND FUNDS

With a total par amount of \$14.0 million in Series 2018B bonds sold, the District utilized approximately \$200,000 to pay cost of issuance which netted approximately \$13.7 million in available project funds. Additionally, the Series 2018B bond sale generated proceeds of \$141,808 in the form of net premium which were utilized primarily for the purpose of paying capitalized interest on the bonds until August 2019 as well as paying the underwriter's expense (underwriter discount). Following the sale of the Series 2018B bonds, the District now has \$47.5 million in remaining Measure "D" authorization for future bond issuance and funding.

5.3.3 AVAILABILITY OF FUTURE BOND FUNDING

Potential future funding from Measure "D" is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the Proposition 39 tax rate allowance for elementary school districts. State law governs how much long-term principal debt California school district may incur at any one time. For elementary school districts, the statutory bonding capacity, or debt limit, is equal to 1.25% of the total district assessed value of all taxable properties within the district's boundaries.

Based on the District's assessed value of \$12.8 billion for fiscal year 2017-18, the District's gross bonding capacity is estimated at \$160.1 million. However, prior bonds, including the recent issuance of \$14 million in Series 2018B bonds, account for a total of \$263.0 million. To comply with the California Education Code, the District applied to the California Department of Education (CDE) requesting a waiver authorizing the District to exceed its bonding limit of 1.25% of its taxable assessed value of property. CDE approved the waiver application authorizing the District to have bond indebtedness outstanding in an amount equal to

2.12% (or less) of total assessed valuation as determined at the time of bond issuance, pursuant to the California Education Code. The waiver has an expiration date of August 1, 2025. As a result, the District’s remaining net bonding at this time is calculated at \$8.4 million. The District’s net bonding capacity is estimated to increase as assessed value increases and outstanding principal debt is repaid in the coming years.

Table 12: Bonding Capacity Analysis

Fiscal Year 2018/19	
ASSESSED VALUATION	
Secured Assessed Valuation	\$12,189,306,916
Unsecured Assessed Valuation	\$624,628,048
DEBT LIMITATION	
Total Assessed Valuation	\$12,813,934,964
Applicable Bond Debt Limit	2.12%
Bonding Capacity	\$271,655,421
Outstanding Bonded Indebtedness	\$263,188,773
NET BONDING CAPACITY	
% of Capacity Current Used	96.88%

The District’s AV serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As AV grows, so too the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds.

Historically, the District’s AV has performed relatively well, with some minimal periods of decline. During the early to late 2000’s the District’s AV experience growth ranging from approximately 9% to 14% annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, beginning in 2010 the District’s AV experienced periods of contraction in 2010 to 2012.

The District’s AV growth rate has averaged 5.7% annually over the last 16-year period. Most recently, over a 5-year period, the AV growth rate has averaged 4.6% annually. While AV growth has slowed compared to the mid-2000’s, it may indicate a more sustainable pace of economic expansion within the District. As it relates to the estimated availability of remaining Measure “D” bond authorization, a future annual AV growth estimate of 4% appears to be moderate to conservative for the District, as it is within the most recent historical growth averages. Future bonding capacity under the Measure “D” authorization will depend on the pace of growth in the tax base and the marketability of additional bonds.

Table 13: Historical Assessed Valuation

Historical Assessed Value		
Fiscal Year	Total	% Δ
2002	\$5,456,598,521	-
2003	\$5,963,113,197	9.3%
2004	\$6,635,172,071	11.3%
2005	\$7,583,558,704	14.3%
2006	\$8,657,971,155	14.2%
2007	\$9,931,635,061	14.7%
2008	\$10,883,340,116	9.6%
2009	\$10,923,360,081	0.4%
2010	\$10,256,972,528	-6.1%
2011	\$10,222,956,307	-0.3%
2012	\$10,128,841,659	-0.9%
2013	\$10,224,776,805	0.9%
2014	\$10,523,302,599	2.9%
2015	\$11,258,539,314	7.0%
2016	\$11,811,053,863	4.9%
2017	\$12,231,081,218	3.6%
2018	\$12,813,934,964	4.8%
	5-Year Average	4.6%
	10-Year Average	1.7%
	16-Year Average	5.7%

The availability of future bonds funds is dependent on the District’s assessed valuation growth to accommodate the Proposition 39 tax rate allowance for elementary school district. Based on Proposition 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate of \$30 per every \$100,000 of assessed property value.

The Series 2018B bonds were structured according to the Proposition 39 tax rate allowance of \$30 per \$100,000 of AV to generate sufficient bond proceeds now and to maintain future debt issuance capacity. Recognizing that \$47.5 million in unsold Measure “D” bonds remain, the Series 2018B debt service were structured to create tax rate capacity for a Series C bond issuance in the future. Figure 5 illustrates the estimated timing and size of remaining bond issuances.

Figure 5: Estimated Timing and Sizing of Bond Issuances



5.4 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 December 2017 Semi-Annual Report, the total Phase 1 and Phase 2 budget was approximately \$231.8 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 14 provides a summary report of expenditures made for the Program during the period July 1, 2012 – April 30, 2018 totaling approximately \$110.4 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 December 2017 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2018 report, subsequent expenditure reports will reflect the revised budget value.

Table 14: 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 ¹	
Acquire Site New Elem K-5	\$7,756,852	\$7,667,303	\$34,158	\$0	\$46,736	\$16,375	\$0	\$7,764,571
Doris/Patterson Acquire Land	\$8,750,000	\$0	\$0	\$0	\$72,880	\$187,598	\$1,216,968	\$1,477,446
Doris/Patterson LAFCO Planning	\$660,000	\$0	\$14,625	\$37,345	\$31,549	\$145,253	\$204,327	\$433,099
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$146,458	\$1,431,995	\$12,207,023	\$9,694,578	\$224,482	\$568	\$23,705,103
Design & Reconstruct Lemonwood Elem K-8	\$38,222,523	\$155,888	\$825,649	\$1,469,066	\$1,763,892	\$15,508,251	\$12,185,812	\$31,908,558
Design & Reconstruct Elm Elem K-5	\$28,672,291	\$0	\$347,317	\$1,205,232	\$354,254	\$3,321,509	\$9,810,595	\$15,038,907
Design & Construct Seabridge K-5	\$28,568,432	\$0	\$0	\$0	\$0	\$199,063	\$1,760,148	\$1,959,211
Design & Reconstruct McKinna K-5	\$31,507,869	\$0	\$0	\$0	\$0	\$666,850	\$1,772,615	\$2,439,465
Design & Reconstruct Rose Avenue K-5	\$3,681,670	\$0	\$0	\$0	\$0	\$57,398	\$704,130	\$761,527
Design & Construct Doris/Patterson K-5	\$3,546,740	\$0	\$0	\$0	\$412,709	\$0	\$0	\$412,709
Design & Construct Doris/Patterson 6-8	\$5,886,866	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design & Improve K-5 Kindergarten Facilities								
Ritchen	\$456,837	\$16,298	\$70,345	\$341,833	\$16,563	\$119	\$0	\$445,158
Brekke	\$276,090	\$11,978	\$56,527	\$199,510	\$6,513	\$112	\$0	\$274,640
McAuliffe	\$336,509	\$11,828	\$86,149	\$214,567	\$8,898	\$107	\$0	\$321,549
Driffill	\$409,771	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,479,208	\$91,438	\$269,732	\$998,820	\$31,974	\$1,155	\$0	\$1,393,119
Design & Construct Science Labs/Academies								
Chavez	\$649,009	\$17,714	\$166,169	\$443,531	\$19,273	\$182	\$0	\$646,869
Curren	\$598,330	\$17,049	\$116,285	\$445,554	\$17,485	\$176	\$0	\$596,549
Kamala	\$619,123	\$17,456	\$152,789	\$428,885	\$18,299	\$186	\$0	\$617,616
Haydock	\$1,081,480	\$63,800	\$296,360	\$664,537	\$23,810	\$25,687	\$1,000	\$1,075,194
Fremont	\$1,893,796	\$85,045	\$502,678	\$1,209,040	\$12,709	\$83,718	\$0	\$1,893,189
Total Science Labs/Academies	\$4,841,738	\$201,064	\$1,234,282	\$3,191,548	\$91,576	\$109,948	\$1,000	\$4,829,418
Project 1 Remaining Adjustment	\$145,349							
Kindergarten Flex Classrooms								
Brekke	\$1,502,138	\$0	\$0	\$0	\$0	\$0	\$136,543	\$136,543
McAuliffe	\$1,502,138	\$0	\$0	\$0	\$0	\$0	\$135,013	\$135,013
Ramona	\$1,502,138	\$0	\$0	\$0	\$0	\$0	\$132,968	\$132,968
Ritchen	\$1,502,138	\$0	\$0	\$0	\$0	\$0	\$137,098	\$137,098
Total Kindergarten Flex Classrooms	\$6,008,553	\$0	\$0	\$0	\$0	\$0	\$541,621	\$541,621
Pre-Kindergarten Improvements								
Harrington	\$2,512,726	\$0	\$0	\$19,354	\$100,075	\$47,570	\$1,134,433	\$1,301,433
Lemonwood	\$860,386	\$0	\$0	\$5,917	\$9,482	\$8,564	\$6,081	\$30,044
Total Pre-Kindergarten Improvements	\$3,373,112	\$0	\$0	\$25,271	\$109,558	\$56,135	\$1,140,514	\$1,331,477
Ritchen New Special Day Classroom	\$175,000	\$0	\$0	\$9,011	\$100,210	\$0	\$0	\$109,221
Marshall K-8 12 Classroom Addition	\$11,422,558	\$0	\$0	\$91,281	\$571,151	\$182,129	\$2,776,046	\$3,620,607
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$200,579	(\$33,096)	(\$1,958)	\$165,525
Technology Phase 1	\$11,216,175	\$1,279,515	\$7,485,370	\$2,157,097	\$269,612	\$920,735	\$0	\$12,112,331
Technology Phase 2	\$9,000,000	\$0	\$0	\$0	\$0	\$59,725	\$168,865	\$228,590
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$2,701,682	\$0	\$0	\$0	\$0	\$0	\$0	\$2,701,682
TOTAL	\$231,788,822	\$9,691,666	\$11,643,603	\$21,391,694	\$13,751,259	\$21,623,508	\$32,281,252	\$110,382,982

Notes:

1. Fiscal Year 2017-18 expenditures are as of April 30, 2018
2. Budgets have been adjusted per the December 2017 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited

From July 1, 2012 through April 30, 2018, the District expended approximately \$29.1 million in expenditures for additional facilities improvements, of which \$8.3 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 \$20.8 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 \$451.1 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.

As discussed earlier in the Report, the Program prioritizes projects eligible for State reimbursements and matching grants to better leverage the limited local sources available to the District. The need to accelerate eligible projects is further emphasized by the needs to minimize any impact from projected declines in enrollment and the projected depletion of remaining Prop. 51 authorization prior to the conclusion of the Master Construct Program. It is currently estimated that the remaining Prop. 51 funds will be fully allocated over the next 24-30 months.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the December 2017 six-month review and provides recommended adjustments for the next six-month period. Adjustments include proposed budget increases previously approved by the Board to current projects including Lemonwood, Elm, Harrington Child Development Center, and the Kindergarten/Flex Classroom projects at Brekke, McAuliffe, and Ricthen due to specific project construction needs and required professional services. An adjustment to the Doris/Patterson LAFCO Planning budget is also proposed to accommodate estimated remaining professional services and agency fees.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 15 presents the Adopted Master Construct and Implementation Program Budget as of December 2017 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately \$451.1 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 design of new Doris/Patterson K-5 and 6-8 schools
- construction of a gym at Fremont middle school
- construction of an early childhood development center/kindergarten annex at Lemonwood K-8
- upgrades to the technology program to maintain 21st Century Facilities standards and connectivity

The Program also incorporates existing ongoing lease payments for the District’s COPs related to prior improvements to Brekke Elementary and the acquisition of the new elementary and middle school sites.

Table 15: Adopted 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	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
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
Total Master Construct Bonds	\$ 142,225,000				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
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
Est. Total Sources	\$ 451,152,178	\$ 127,388,677	\$ 128,788,116	\$ 120,461,781	\$ 74,513,604
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	\$ -
Subtotal	\$ 426,879,831	\$ 131,126,151	\$ 112,041,569	\$ 112,342,359	\$ 71,369,752
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	\$ -	\$ -
Subtotal	\$ 13,674,350	\$ -	\$ 6,419,442	\$ 4,453,360	\$ 2,801,548
Program Reserve	\$ 6,860,522	\$ (3,737,474)	\$ 6,589,630	\$ 3,666,062	\$ 342,304
Est. Total Uses	\$ 451,152,178	\$ 131,126,151	\$ 125,050,642	\$ 120,461,781	\$ 74,513,604
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 451,152,178				

*Includes New Special Day Classroom

**Assumes State Aid financial hardship during Phase 4

Launching in 2021, Phase 3 completes the construction of the Doris Patterson K-5 and 6-8 schools and the reconstruction of Rose Avenue K-5. Phase 3 also 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 provided for continued technology implementation. Also included are support facility improvements at Brekke, McAuliffe, Ramona, and Ritche and lease payments related to the District's outstanding Brekke and Doris/Patterson COPs.

Beginning in 2026, Phase 4 concludes the program and includes the reconstruction of Marina West and Sierra Linda K-5 schools. Multipurpose room improvements are also planned at Driffill to accommodate the further reconfiguration of the Driffill site. COP payments are scheduled to continue in Phase 4, however, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District's lease payments for Doris/Patterson COPs for land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to repay or refund the outstanding COPs to either decrease or eliminate future payments, based on availability of funds at that time.

6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 16 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to increase to approximately \$459.9 million, based on projected increases in developer fee revenues. Proposed uses have been increased by approximately \$8.7 million for a corresponding grand total of \$459.9 million. Proposed adjustments are itemized below.

Table 16: 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	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 8,400,000	\$ -	\$ -	\$ 8,400,000	\$ -
Series D	\$ 15,100,000	\$ -	\$ -	\$ 15,100,000	\$ -
Series E	\$ 24,000,000	\$ -	\$ -		\$ 24,000,000
Total Master Construct Bonds	\$ 141,918,719				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements**	\$ 124,500,909	\$ -	\$ 62,796,196	\$ 61,704,713	\$ -
Est. Developer Fees	\$ 65,512,306	\$ 7,454,555	\$ 11,461,271	\$ 25,370,997	\$ 21,225,483
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,629,499	\$ 1,594,953	\$ 442,091	\$ 4,159,699	\$ 3,432,757
Est. Total Sources	\$ 459,900,602	\$ 127,388,677	\$ 169,118,275	\$ 114,735,410	\$ 48,658,240

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	\$ 9,450,000	\$ 700,000	\$ 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	\$ 29,954,714	\$ 29,954,714	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 39,873,403	\$ 39,873,403	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 31,507,869	\$ -	\$ 31,507,869	\$ -	\$ -
Reconstruct Marina West K-5	\$ 32,175,006	\$ -	\$ 20,795,034	\$ 11,379,972	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 19,300,610	\$ 11,379,972	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 11,422,558	\$ 11,422,558	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 7,323,198	\$ 409,771	\$ 6,913,427	\$ -	\$ -
Chavez K-8 (SL/MPR)	\$ 7,562,436	\$ 649,009	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,511,757	\$ 598,330	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,532,550	\$ 619,123	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/MPR/Support)	\$ 3,990,926	\$ 336,509	\$ 1,923,049	\$ -	\$ 1,731,368
Brekke ES (K/Modular/MPR/Support)	\$ 3,259,754	\$ 276,090	\$ 1,826,734	\$ -	\$ 1,156,930
Ritchen ES (K/Modular/MPR/Support)	\$ 6,214,958	\$ 631,837	\$ 1,855,368	\$ -	\$ 3,727,753
Ramona ES (Modular/MPR/Support)	\$ 3,549,763	\$ -	\$ 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	\$ 2,586,699	\$ 2,586,699	\$ -	\$ -	\$ -
Lemonwood CDC	\$ 860,386	\$ -	\$ 860,386	\$ -	\$ -
Technology	\$ 26,216,175	\$ 11,216,175	\$ 9,000,000	\$ 6,000,000	\$ -
Subtotal	\$ 410,811,188	\$ 134,173,427	\$ 142,236,654	\$ 97,939,715	\$ 36,461,392
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	\$ -	\$ -
Subtotal	\$ 13,674,350	\$ -	\$ 6,419,442	\$ 4,453,360	\$ 2,801,548
Program Reserve	\$ 28,630,314	\$ (6,784,750)	\$ 13,677,429	\$ 12,342,335	\$ 9,395,300
Est. Total Uses	\$ 459,900,602	\$ 134,173,427	\$ 162,333,526	\$ 114,735,410	\$ 48,658,240
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 459,900,602				

*Includes New Special Day Classroom

**Assumes State Aid financial hardship for Rose and Marina West

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

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 and professional services costs associated with Lemonwood, Elm, and the Harrington Child Development Center, which have been reviewed and approved by the Board since December 2017. An additional adjustment to the Doris Patterson budget is also proposed to accommodate estimated remaining professional services and agency fees associated with the completion of the LAFCo process. In total, the Phase 1 budget has been increased to \$134.2 million to reflect these adjustments. Any shortfalls to the Program Reserve have since been reduced from

available local sources. Table 17 provides the total estimated cost for Phase 1 of approximately \$134.2 million.

Table 17: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule Dec 2017	Schedule June 2018	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Acquire New Sites				
Seabridge Elementary School	2013	2013	\$7,756,852	\$0
Doris/Patterson K-5/ Middle School	2014/16	2014/16	\$660,000	\$40,000
Subtotal			\$8,456,852	\$40,000
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$0
Lemonwood K-8	2014/18	2014/18	\$38,222,523	\$1,650,880
Elm Elem. K-5	2014/16	2014/16	\$28,672,291	\$1,282,423
Subtotal			\$93,674,848	\$2,933,303
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			\$1,081,480	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,893,796	\$0
Subtotal			\$4,841,738	\$0
Project 1 Adjustment			\$145,349	\$0
Childhood Development Center Improvements				
Harrington	2015	2015	\$2,512,726	\$73,973
Subtotal			\$2,586,699	\$73,973
Planning for K-8 MPRs	2016	2016	\$175,000	\$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$11,422,558	\$0
Technology	2013/15	2013/15	\$11,216,175	\$0
Program Improvements Subtotal			\$134,173,427	\$3,047,276
Program Reserve			(\$3,737,474)	(\$6,784,750)
Program Improvements Total			\$134,173,427	\$3,047,276

*Current dollars

**Includes New Special Day Classroom

6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

Phase 2 improvements includes the reconstruction of McKinna as well as the design and planning efforts associated with the reconstruction of Rose Avenue and the proposed Marina West school. The construction of the new Seabridge K-5 is also planned during Phase 2 as well as the design efforts for the new Doris Patterson K-5 and 6-8 schools. New kindergarten/flex classrooms are underway during Phase 2 at Brekke, McAulife, Ramona, and Ritchen. Phase 2 also includes the construction of a new proposed gym at Driffill. The construction of the Child Development Center is also planned at Lemonwood as well as continued district wide technology implementation. The construction of the classroom facilities at Rose Ave and Marina West is proposed to be funded in Phase 2 utilizing funds from the State's financial

hardship program at the end of Phase 2. Phase 2 incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites. Table 18 provides the total estimated cost for Phase 2 of approximately \$162.3 million.

Table 18: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule Dec 2017	Schedule June 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Acquire New Sites					
Doris/Patterson K-5 / Middle School	2018	2018	\$8,750,000		\$0
Subtotal				\$8,750,000	\$0
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2019/2023	2019/2023	\$3,546,740		\$0
Dorris Patterson 6-8	2019/2021	2019/2021	\$5,886,866		\$0
Seabridge K-5	2018/2020	2018/2019	\$28,568,432		\$0
Reconstruct School Sites: Master Construct					
Rose Avenue K-5 (Classrooms)	2018/2021	2018/2020	\$3,681,670	\$19,300,610	\$15,618,940
Marina West K-5 (Classrooms)	2018/2021	2018/2020	\$20,795,034	\$20,795,034	\$20,795,034
McKinna K-5	2017	2017	\$31,507,869		\$0
Construct Kinder/SDC Classrooms					
Brekke	2018	2018	\$1,502,138	\$1,826,734	\$324,596
McAuliffe	2018	2018	\$1,502,138	\$1,923,049	\$420,911
Ramona	2018	2018	\$1,502,138		\$0
Ritchen	2018	2018	\$1,502,138	\$1,855,368	\$353,230
Construct K-8 Multipurpose Room					
Driffill	2026	2019	\$0	\$6,913,427	\$6,913,427
Construct Gym & Modernize MPR					
Fremont	2020	2026	\$5,557,436	\$0	(\$5,557,436)
Modernize K-8 Multipurpose Rooms					
Chavez	2019	2027	\$2,007,579	\$0	(\$2,007,579)
Curren	2019	2027	\$4,581,500	\$0	(\$4,581,500)
Kamala	2019	2027	\$2,084,539	\$0	(\$2,084,539)
Childhood Development Center Improvements					
Lemonwood	2019	2019	\$860,386		\$0
Subtotal				\$124,486,654	\$30,195,084
Technology	2018/2020	2018/2020		\$9,000,000	\$0
Program Improvements Subtotal				\$142,236,654	\$30,195,084
Program Reserve			\$6,589,630	\$13,677,429	\$7,087,799
Additional Facilities Expenditures	2018	2018	\$4,519,836		\$0
Program Lease Payments					
Brekke ES COP	2026	2026	\$1,419,606		\$0
COP for Land Acquisition	2026-29	2026-29	\$480,000		\$0
Subtotal				\$6,419,442	\$0
Program Improvements Total				\$162,333,526	\$37,282,883

*Current dollars

6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Phase 3 completes the reconstruction of the Administration, Multipurpose Room, and Media Center facilities at both Rose Avenue and Marina West. The construction of Doris Patterson K-5 and 6-8 schools will also be completed in Phase 3. An allowance is provided for continued technology implementation

district wide. Similar to Phase 2, Phase 3 accounts for approximately \$4.4 million in continued lease payments related to the District's outstanding Brekke and Doris/Patterson COPs. Table 19 provides a summary of the proposed Phase 3 budget and schedule totaling approximately \$114.7 million.

Table 19: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule Dec 2017	Schedule June 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Construct New School Sites: Master Construct					
Dorris Patterson K-5	2019/2023	2019/2023	\$26,009,424		\$0
Dorris Patterson 6-8	2019/2021	2019/2021	\$43,170,347		\$0
Rose Avenue	2018/2021	2018/2021	\$26,998,912	\$11,379,972	(\$15,618,940)
Marina West	2018/2021	2018/2021	\$0	\$11,379,972	\$11,379,972
Construct Academic Program Space: Master Construct					
Brekke	2025	2025	\$459,373	\$0	(\$459,373)
McAuliffe	2025	2025	\$290,643	\$0	(\$290,643)
Ramona	2025	2025	\$292,151	\$0	(\$292,151)
Ritchen	2025	2025	\$457,865	\$0	(\$457,865)
Construct Gym & Modernize MPR					
Haydock	2023	2023	\$1,500,000	\$0	(\$1,500,000)
Modernize K-5 Multipurpose Rooms					
Brekke	2023	2023	\$697,557	\$0	(\$697,557)
McAuliffe	2023	2023	\$1,440,725	\$0	(\$1,440,725)
Ramona	2023	2023	\$1,755,474	\$0	(\$1,755,474)
Ritchen	2023	2023	\$3,269,888	\$0	(\$3,269,888)
Subtotal			\$91,939,715		(\$14,402,644)
Technology	2025	2025	\$6,000,000		\$0
Program Improvements Subtotal			\$97,939,715		(\$14,402,644)
Program Reserve			\$3,666,062	\$12,342,335	\$8,676,273
Program Lease Payments					
Brekke ES COP	2026	2026	\$2,390,860		\$0
COP for Land Acquisition	2026-29	2026-29	\$2,062,500		\$0
Subtotal			\$4,453,360		\$0
Program Improvements Total			\$114,735,410		(\$5,726,371)

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 provides additional MPR improvements for remaining K-5 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock and Fremont. Construction of new multipurpose room/gyms will be complete at Chavez, Curren, and Kamala. 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 the Doris/Patterson 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. As summarized in Table 20, Phase 4 completes the Master Construct and Facilities Implementation Program totaling an estimated \$48.7 million. Phase 4 will complete support facilities improvements at 9 campuses.

Table 20: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule Dec 2017	Schedule June 2018	Estimated Budget		Variance
Master Construct & Implementation Program Improvements					
Design & Reconstruct School Sites: Master Construct					
Marina West K-5	2027/2029	2019/2020	\$32,175,006	\$0	(\$32,175,006)
Sierra Linda K-5	2027/2029		\$31,547,013	\$0	(\$31,547,013)
Subtotal				\$0	(\$63,722,019)
Construct Academic Program Space: Master Construct					
Brekke	2025	2026	\$0	\$459,373	\$459,373
McAuliffe	2025	2026	\$0	\$290,643	\$290,643
Ramona	2025	2026	\$0	\$292,151	\$292,151
Ritchen	2025	2026	\$0	\$457,865	\$457,865
Construct Gym & Modernize MPR					
Fremont	2020	2026	\$0	\$5,557,436	\$5,557,436
Modernize MPR					
Haydock	2023	2026	\$0	\$1,500,000	\$1,500,000
Modernize K-5 Multipurpose Rooms					
Brekke	2023	2029	\$0	\$697,557	\$697,557
McAuliffe	2023	2029	\$0	\$1,440,725	\$1,440,725
Ramona	2023	2029	\$0	\$1,755,474	\$1,755,474
Ritchen	2023	2029	\$0	\$3,269,888	\$3,269,888
Construct K-8 Multipurpose Rooms					
Chavez	2019	2027	\$0	\$6,913,427	\$6,913,427
Curren	2019	2026	\$0	\$6,913,427	\$6,913,427
Kamala	2019	2026	\$0	\$6,913,427	\$6,913,427
Construct K-8 Multipurpose Room					
Driffill	2026	2019	\$7,647,733	\$0	(\$7,647,733)
Subtotal				\$36,461,393	\$28,813,660
Program Improvements Subtotal				\$36,461,393	(\$34,908,359)
Program Reserve			342,304	\$9,395,300	\$9,052,995
Program Lease Payments					
Brekke ES COP	2026	2026	\$480,548		\$0
COP for Land Acquisition	2026-29	2026-29	\$2,321,000		\$0
Subtotal				\$2,801,548	\$0
Program Improvements Total				\$48,658,240	(\$25,855,364)

*Current dollars

Overall, however, the reconstruction of Sierra Linda is dependent on the use of State hardship funding and the availability of future new construction pupil grants. At this time, the 775 pupil grants required to fund Sierra Linda would need to come from anticipated residential development in the area resulting in either additional pupil grants or increased developer fee collections to fund proposed improvements to the Sierra Linda K-5 school site.

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 21 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 reconstruction of Elm and Lemonwood have been updated to reflect the current completion date accommodating the second phase of improvements planned at the school sites; anticipated for June 2019 for Elm and April 2019 for Lemonwood. The anticipated completion date for the reconstruction of McKinna has been extended to December 2019 with a summer 2018 construction start. The completion of the new classroom building at Marshall has been extended to October 2018 to accommodate DSA inspired delays. The kinder flex classrooms planned at Ramona have been adjusted to a November 2018 completion due to delays experienced with DSA approval from prior non-closeout projects at the site. The completion date for the Harrington Child Development Center project has been accelerated from a December 2018 completion date to a July 2018 date.

The start of construction for Rose Avenue is proposed to move from Fiscal Year 2020-21 to Fiscal Year 2019-20 to accommodate the proposed financial hardship strategy. Likewise, the schedule for Marina West has been moved forward to start the planning and design in Fiscal Year 2018-19 for a construction completion anticipated by June 2021. Marina West will also follow a proposed hardship strategy. The planning and construction of a new MPR/gymnasium facility at Driffill has been moved forward to commence in Fiscal Year 2018-19. Additional support space improvements have been shifted to commence in Fiscal Year 2024-26 as well as MPR improvements at Fremont and Haydock. Remaining MPR improvements have been shifted to Fiscal Year 2026-27 for Kamala, Chavez, and Curren and to Fiscal Year 2028-29 for Ramona, Brekke, Ritchen, McAuliffe. Sierra Linda reconstruction project has been postponed and subsequently removed from the current program timeline until future pupil grants are available for Financial Hardship Funding.

Table 21: 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
Reconstruct:																
Harrington	Complete															
Harrington Child Dev. Center																
Lemonwood																
Lemonwood Child Dev. Center																
Elm																
McKinna																
Rose Avenue																
Marina West																
Construct:																
Marshall 6-8 Classrooms																
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona																
Brekke																
Ritchen																
McAuliffe																
Multipurpose Rooms:																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																
Ritchen																
McAuliffe																

Based on the identified phasing plan, Table 22 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$176 million.

Table 22: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Reconstruct:			
Harrington Child Development Center	Nov-2014	Jul-2018	\$2,586,699
Lemonwood K-8	Feb-2013	Apr-2019	\$39,873,403
Lemonwood Child Development Center	Nov-2014	Jun-2019	\$860,386
Elm K-5	Jul-2013	Jun-2019	\$29,954,714
Construct:			
Marshall 6-8 Classroom Building	Dec-2014	Oct-2018	\$11,422,558
Seabridge K-5	Jan-2017	Apr-2020	\$28,568,432
McKinna K-5	Jan-2017	Dec-2019	\$31,507,869
Rose Avenue K-5**	Jan-2017	Apr-2021	\$3,681,670
Marina West K-5**	Jul-2018	Apr-2021	\$3,681,670
Construct Kinder + SDC Classrooms:			
Ramona	Jul-2017	Nov-2018	\$1,502,138
Brekke	Jul-2017	Aug-2018	\$1,826,734
Ritchen	Jul-2017	Aug-2018	\$1,855,368
McAuliffe	Jul-2017	Aug-2018	\$1,923,049
Multipurpose Rooms:			
Driffill	Jul-2018	Jun-2020	\$6,913,427
Planning/Land Acquisition:			
Doris/Patterson LAFCO Planning	Jul-2015	Mar-2019	\$700,000
Doris/Patterson Acquire Land*	Feb-2016	Apr-2018	\$8,750,000
Educational Technology Intregation/Planning	Jan-2017	Jun-2020	\$427,500
Total			\$176,035,618

*Funded out of District's 2016 COP issuance

**Design portion of project budget

RECOMMENDATIONS

7.1 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 June 2018 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
6-Dec-17	C.2	Approval of Amendment #001 with CSDA Design Group regarding Marshall New School	Amendment #001 to agreement #15-89 provides additional Architectural Services to complete design for the Marshall New School Project	Approved
6-Dec-17	C.2	Approval of Amendment #001 with City of Oxnard for the joint use of Lemonwood Park	Amendment #001 to Agreement/MOU #15-162 extends the term of agreement and requires the District to lease the park areas until May 31, 2019 or until substantial completion, and beneficial occupancy.	Approved
6-Dec-17	C.10	Approval of Contractor Contingency CREDIT #012 with Swinerton Builders regarding the Lemonwood E.S. Reconstruction Project	Contractor Contingency Allocation #012 is a CREDIT to the Contractor Contingency line item of the Gauranteed Maximum Price (GMP) Construction Services Agreement.	Approved
6-Dec-17	C.11	Approval of WAL #005 with Rincon Consultants Inc. regarding the Kinder/Flex Classroom Projects	WAL #005 for Rincon provides for CEQA Services for the Kinder/Flex Classrooms at Brekke, McAuliffe, Rithcen, and Ramona	Approved
6-Dec-17	D.2	Consideration and Approval of Resolution #17-16 approving the Final Architectural Drawings regarding the Kinder/Flex Classroom Projects	Approval of the Architectural Drawings as prepared by Flewelling and Moody for the Kinder/Flex Classroom Projects at Brekke, McAuliffe, Ramona, and Ritchen Elementary Schools and further direct the plans be submitted to the Division of the State Architect and California Department of Education for approval.	Approved
6-Dec-17	A.13	Presentation of the December 2017 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	The December 2017 Report provides the second semi-annual update to the Board since establishment of the now-integrated Master Construct and Implementation Program (Program) adopted by the Board in January 2017.	Approved
6-Dec-17	A.14	Public Workshop for the Draft Environmental Impact Report as Prepared for the Doris/Patterson Project	This agenda item provided a workshop summary presentation and to receive comments on the Draft Environmental Impact Report (EIR) regarding the Doris/Patterson Road Educational Facilities Project.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
17-Jan-18	C.4	Approval of Contractor Contingency CREDIT #013 with Swinerton Builders regarding the Lemonwood E.S. Reconstruction Project	Contractor Contingency Allocation #013 is a CREDIT to the Contractor Contingency line item of the Gauranteed Maximum Price (GMP) Construction Services Agreement.	Approved
17-Jan-18	C.5	Approval of Amendment #002 with CSDA Design Group regarding the Marshall New School Project	Amendment #002 to Agreement #15-89 provides for the Value Engineered Scope of Work including Expanded Construction Administration Services.	Approved
17-Jan-18	C.6	Approval of Amendment #005 with Dougherty and Dougherty regarding the Harrington ECDC Project	Amendment #005 is for the Value Engineered Scope of Work including additional architectural and engineering services.	Approved
17-Jan-18	C.11	Approval and Adoption of the December 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 June and the time of the report's publishing in December 2017.	Approved
7-Feb-18	C.3	Approval of Resolution #17-19 Making Environmental findings regarding the Kinder/Flex Classroom Project at Brekke Elementary School	Rincon Consultants prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that te project is eligible for a Class 14 Categorical Exemption.	Approved
7-Feb-18	C.4	Approval of Resolution #17-20 Making Environmental findings regarding the Kinder/Flex Classroom Project at McAuliffe Elementary School	Rincon Consultants prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that te project is eligible for a Class 14 Categorical Exemption.	Approved
7-Feb-18	C.5	Approval of Resolution #17-21 Making Environmental findings regarding the Kinder/Flex Classroom Project at Ramona Elementary School	Rincon Consultants prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that te project is eligible for a Class 14 Categorical Exemption.	Approved
7-Feb-18	C.6	Approval of Resolution #17-22 Making Environmental findings regarding the Kinder/Flex Classroom Project at Ritchen	Rincon Consultants prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that te project is eligible for a Class 14 Categorical Exemption.	Approved
7-Feb-18	C.8	Approval of WAL #003 with Knowland Construction Services (KCS) regarding the Kindergarten/Flex Projects	WAL #003 for KCS provides DSA Inspector of Record (IOR) and In-Plant Inspections for Brekke, Ramona, McAuliffe, and Ritchen.	Approved
7-Feb-18	D.1	Approval of Revisions to the Lease Lease-back Agreements between Swinerton and the Oxnard School District for the Construction of the New Seabridge Elementary School	After further review of the Lease Lease-Back Agreements by Swinerton and the Oxnard School District's legal counsel, it was determined that the agreements required revisions to address certain construction related issues and to clarify ambiguous or misprinted information.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
7-Feb-18	D.2	Approval WAL #005 with Rincon Consultants Inc. to perform a Peer Review of Tetra Tech's Historic Resources Evaluation for the Rose Avenue Elementary Reconstruction Project	On December 2017, Tetra Tech, the firm tasked with producing a historic resources evaluation as part of CEQA for the Rose Avenue Elementary School Reconstruction, determined that a historic resources survey needed to be performed to ascertain that the existing buildings were not of historic significance. The district does not believe the validity of this claim and thereby sought a peer review of the findings from Rincon Consultants Inc.	Approved
21-Feb-18	C.4	Approval of Supplemental WAL #005 with Tetra Tech Inc. regarding the Doris/Patterson Site	WAL #005 for Tetra Tech provides for a time extension of services in order to produce an Environmental Impact Reprt.	Approved
21-Feb-18	C.6	Approval of Change Order #009 with Swinerton Builders for the Lemonwood K-8 School Reconstruction	Change Order #009 with Swinerton Builders provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
21-Feb-18	C.7	Approval of WAL #010 with Earth Systems Southern California regarding the Kinder/Flex Facility at Brekke Elementary School	WAL #010 with Earth Systems provides for Geotechnical Engineering, and Materials Inspection and Testing Services during Construction.	Approved
21-Feb-18	C.8	Approval of WAL #011 with Earth Systems Southern California regarding the Kinder/Flex Facility at McAuliffe Elementary School	WAL #011 with Earth Systems provides for Geotechnical Engineering, and Materials Inspection and Testing Services during Construction.	Approved
21-Feb-18	C.9	Approval of WAL #012 with Earth Systems Southern California regarding the Kinder/Flex Facility at Ritche Elementary School	WAL #012 with Earth Systems provides for Geotechnical Engineering, and Materials Inspection and Testing Services during Construction.	Approved
21-Feb-18	C.10	Approval of WAL #013 with Earth Systems Southern California regarding the Kinder/Flex Facility at Ramona Elementary School	WAL #013 with Earth Systems provides for Geotechnical Engineering, and Materials Inspection and Testing Services during Construction.	Approved
21-Feb-18	D.4	Adoption of Resolution #17-24 authorizing issuance and sale of General Obligation Bonds, Election of 2016, Series B	Provides funds for District's Building Fund to be used for voter-approved capital school facilities projects.	Approved
7-Mar-18	C.3	Scheduling of Board Date to Conduct Public Hearing for the Final Environmental Impact Report Prepared for the Doris/Patterson Project and Make a Determination on the Environmental Document	The purpose of this Agenda Item to is set a public hearing to receive the public comments on the District's Final Environmental Impact Report (EIR) for the Doris Avenue/Patterson Road Educational Facilities Project	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
7-Mar-18	C.4	Approval of WAL #013 with ATC Group Services LLC (ATC) regarding the Lemonwood Elementary School Reconstruction Project	WAL #013 with ATC will provide an onsite environmental consultant to monitor the removal of any hazardous materials during the demolition process ensuring that all abatement activities are done in compliance with current State and Federal regulations.	Approved
7-Mar-18	D.3	Consideration and Approval of Resolution #17-28 approving the Final Architectural Drawings regarding the Seabridge New School Project	Approval of the Architectural Drawings as prepared by Flewelling and Moody regarding the Seabridge New School Project and further direct the plans be submitted to the Division of the State Architect and California Department of Education for approval.	Approved
21-Mar-18	B.2	Conduct Public Hearing for the Final Environmental Impact Report Prepared for the Doris/Patterson Project	The purpose of this Agenda Item is to conduct a public hearing to receive public comments on the District's Final Environmental Impact Report (EIR) for the Doris Avenue/Patterson Road Educational Facilities Project	Approved
21-Mar-18	D.1	Approve Resolution #17-30 Making a Determination and Adopting the Final Environmental Impact Report for the Doris/Patterson Project	The purpose of this Agenda Item is to consider a resolution making a determination and adopting the Final Environmental Impact Report (EIR) for the Doris Avenue/Patterson Road Educational Facilities Project	Approved
18-Apr-18	C.2	Agreement #17-293 CFW Advisory Services, LLC- Financial Advisory Services	Financial Advisory Services, to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions (TRANS, COPs and other related financial transactions). As a result, the extension of the Contract does not impact the District's General Fund.	Approved
18-Apr-18	C.2	Approval of Amendment #003 with CSDA Design Group regarding the Marshall New School Project	Amendment #003 received from CSDA provides for Value Engineered Scope of Work including: Re-design of the Toilet & Locker Room at Marshall New School Project.	Approved
18-Apr-18	C.4	Summary of Sale, Election of 2016, Series B, General Obligation Bonds	In concert with the District's policy of transparency, the attached presentation is a summary of the transaction and is provided for the benefit of the District Board and the public. The presentation summarizes: Overview of Issuance Milestones, District Credit Rating, Summary of Sale, Sources & Uses and Costs of Issuance.	Approved
18-Apr-18	C.5	Approval of Change Order #010 with Swinerton Builders regarding the Lemonwood K-8 School Reconstruction Project	Change Order No. 010 with Swinerton Builders provides for Construction Services due to unforeseen changes.	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
18-Apr-18	D.2	Approval of Amendment #001 with Viola Inc. regarding the Kinder/Flex Project at Brekke Elementary School	The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP.	Approved
18-Apr-18	D.3	Approval of Amendment #001 with Viola Inc. regarding the Kinder/Flex Project at McAuliffe Elementary School	The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP.	Approved
18-Apr-18	D.4	Approval of Amendment #001 with Viola Inc. regarding the Kinder/Flex Project at Ritche Elementary School	The three LLB agreements, the Construction Services Agreement, the Site Lease, and the Sublease are being amended to incorporate the agreed upon GMP.	Approved
2-May-18	A.6	State Aid Presentation by CFW	The purpose of this item is to provide the Board with a presentation regarding a status update on the State Aid program and the District's eligible projects.	Approved
2-May-18	D.1	Approval of a Contractor Contingency Allocation #001 with Bernards Bros regarding the Marshall New Classroom Building Project	Contractor Contingency Allocation #001 is a COST to the Contractor Contingency line item of the GMP Construction Services Agreement. This allocation provides for additional items of work.	Approved



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org

Juan Lagunas Soria Elementary School

3101 Dunkirk Drive, Oxnard CA 93035

(805) 385-1584 Fax: (805) 815-4216



**To: Dr. Cesar Morales
Superintendent**

**From: Aracely Fox
Principal**

Date: May 29, 2018

RE: Donation valued at \$1,000

We, at Juan Lagunas Soria School, respectfully, request that the Board of Trustees accept a donation from the Books for Schools grant to our school of \$1,000 donated by Corwin, 2455 Teller Road, Thousand Oaks, CA 91320.

On behalf of Juan L. Soria, we would like to thank Corwin for their grant to enrich and enhance our school's library collection. Our school truly appreciates our community members such as Corwin who sponsor our school. Please provide a letter of appreciation to Corwin, A SAGE Publishing Company.

Their support to our school and community is much appreciated.

Thank you in advance.



Agreement

The Center for Teaching for Biliteracy (hereinafter referred to as the Contractor) and Oxnard School District (hereinafter referred to as the “District”) desire to enter in this Agreement subject to the following terms and conditions:

1. Scope of Services: and 2. Consultant fee and expenses:

Biliteracy Professional Development Plan

Date	Consultant(s)	Activity	Fees
July 31- August 3, 2018	C4T4B Team in Chicago	Oxnard Biliteracy Mapping Team travels to Chicago for the Biliteracy Mapping/BUF Writing Institute	Billed separately through institute registration, therefore not included in the total for this proposal. \$750/person
September 13, 2018	<ul style="list-style-type: none"> Olga Karwoski Melody Wharton Karen Beeman 	Biliteracy walk-throughs at each building using the Oxnard Look Fors.	\$9700
November 8 and 9, 2018	Karen Beeman	PD administrators and biliteracy curriculum mapping with the Biliteracy Mapping Committee	\$7300
January 15, 16 and 17, 2019	Olga Karwoski Melody Wharton	PD for kindergarten teachers PD for 1-8 grade teachers	\$19,200
February 19-21, 2019	Karen Beeman	PD administrators and biliteracy curriculum mapping with the Biliteracy Mapping Committee	\$10,600
March 26-28, 2019	Karen Beeman	PD administrators and biliteracy curriculum mapping with the Biliteracy Mapping Committee	\$10,600

Date	Consultant(s)	Activity	Fees
April 23-25, 2019	Olga Karwoski Melody Wharton	PD for kindergarten teachers PD for 1-8 grade teachers	\$19,200
May 14-16, 2019	Karen Beeman	Biliteracy Mapping/Unit Writing and PD for Administrators	\$10,600
<i>June 18 and 19, 2019</i>	<i>3 consultants</i>	<i>June 2 Day Institute for 1st grade teachers and others (These dates need to be confirmed with the consultants and the school district).</i>	<i>\$19,800</i>
Total			\$107,000

3. Independent Contractor.

The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. The parties agree that the District will not:

- a. Require the contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor’s services will be consistent with generally accepted industry standards for the Contractor’s customary services and products; and
- c. Pay the Contractor only the compensation state in Paragraph 2; and
- d. Terminate the Contractor’s current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
- e. Provide more than minimal training for the Contractor; and
- f. Provide tools or benefits to the Contractor; and
- g. Combine its business operations in any way with the Contractor’s business, but instead both Parties will maintain their own operations as separate and distinct.

4. Intellectual Property. Neither party shall acquire any rights, either expressed or implied, to the intellectual property of the other unless expressly acknowledged in writing as a “Work For Hire” in this Agreement or another written Agreement between the parties.

5. No Construction Against Drafting Party. The parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

6. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall

be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

7. Termination of Agreement. Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. Termination of this Contract shall not relieve either party of its obligation to pay amounts due, or to give any credit due, for services rendered prior to the effective date of a breach of contract or termination.

8. Cancellation In the event the District terminates this Agreement without cause more than 30 days before the commencement date, the District shall pay a cancellation fee to Contractor in the sum of \$ 0.

In the event the District terminates this Agreement without cause less than 30 days before the commencement date, the District shall pay an enhanced cancellation fee to Provider in the sum of \$ 3000.00

Center for Teaching for Biliteracy
An Illinois corporation

By: _____ date _____

Karen Beeman

Its: Manager

Oxnard School District

Signature _____ date _____

Lisa A. Franz

Director, Purchasing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2018

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No., Ext): (888) 202-3007		FAX (A/C, No.):
	E-MAIL ADDRESS: contact@hiscox.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Hiscox Insurance Company Inc			10200
INSURED Karen Beeman Teaching For Biliteracy, Inc. DBA Center For Teaching For Biliteracy, LLC 148 Eddy Lane WINNETKA, IL 60093	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER G:		

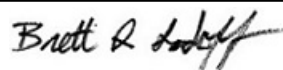
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> 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	Professional Liability	N		UDC-1404002-EO-17	12/04/2017	12/04/2018	Each Claim: \$ 250,000 Aggregate: \$ 250,000

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

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District, Certificate Holder 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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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

- 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 **1st Reading** _____ **2nd Reading** _____

Approval of Agreement #18-20 – Utah State University (Penanhoat/Lugotoff)

Oxnard School District and Utah State University are collaborating to create a Dietetic Internship opportunity for an intern to complete the American Dietetic Association curriculum to earn eligibility to take the examination for American registration.

Based on established American Dietetic Association competencies, Oxnard School District will provide interns with access to appropriate resources for education including: access to kitchen facilities; Child Nutrition office; and students; in an appropriately supervised environment, in which the intern can complete the curriculum.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-20 with Utah State University.

ADDITIONAL MATERIALS:

Attached: Agreement #18-20, Utah State University (6 Pages)



INTERNSHIP AFFILIATION AGREEMENT

THIS INTERNSHIP AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of August 1, 2018 ("Effective Date") between Utah State University ("University"), having an office at 1445 Old Main Hill, Logan, UT 84322 and Oxnard School District ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's dietetic interns.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Responsibilities of University.

1.1. Intern Preparation. The University will use reasonable efforts to prepare interns selected for participation in the internship.

1.2. Education Responsibility. The University will retain general responsibility for the education of its interns. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the internship. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the internship.

1.3. Confidentiality. The University will advise all interns assigned to the Facility regarding the confidentiality of Facility's student records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all interns that confidentiality duties are ongoing.

1.4. Compliance. The University will advise interns that they are required to comply with Facility dress codes, rules, regulations, and procedures.

1.5. Performance Evaluations. If requested by the Facility, the University will provide instruction via its online training materials and resources to the Facility's staff with respect to the performance evaluation of all the interns at the Facility.

1.6. Insurance. The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. The University warrants that its insurance



provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for its interns with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. If requested by the Facility, the University will provide the Facility with a certificate of such insurance.

2. Responsibilities of Facility.

2.1. **Learning Environment.** The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating interns. Therefore, the Facility will provide interns with access to appropriate resources for intern education including: a) access to students at the Facility in an appropriately supervised environment, in which the intern can complete the University's curriculum; b) intern security badges or other required security access to student care areas; c) access and required training for interns in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to call rooms, if necessary.

2.2. **Responsible for Students.** The Facility will retain full responsibility for care of its students and will maintain administrative and professional supervision of interns insofar as their presence and internship assignments affect the operation of the Facility and its care, direct and indirect, of students. The responsibility of the Facility for student care should not diminish or preclude opportunities for interns to undertake student care duties under appropriate supervision.

2.3. **Performance Evaluations.** The Facility will assist the University in the evaluation of the learning and performance of participating interns by completing and returning in a timely fashion University-provided evaluation forms.

2.4. **Orientation.** The Facility will provide for the orientation of interns as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the participating interns.

2.5. **Supervision.** The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of interns participating in the internship.

2.6. **Emergency Care.** In the event an intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such interns to the nearest emergency facility. The intern will be responsible for any charges thus generated.

2.7. **Student Records.** Facility, its employees, agents and representatives shall maintain in confidence intern files and personal information and limit access to only those Facility employees or agents with a need to know. Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the



educational records of the intern(s) who participate in the internship to the extent that access to the records is required by Facility to carry out the internship.

2.8. Liability Insurance. If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.

2.9. Claims. The Facility will provide written notification to the University promptly if a claim arises involving an intern.

2.10. Incidents. The Facility will resolve any situation in favor of its students' welfare. When an incident or problem occurs involving an intern, the Facility may restrict or remove such intern from the situation or restrict such intern to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

3. Mutual Responsibilities.

3.1. Collaboration. The Parties will work together to maintain a high quality educational environment where student care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University-
Name: Nicole Vance
Phone Number: (435) 797-4230
Email: dietetic.internship@usu.edu

Facility-
Name: Suzanne Lugotoff, RD
Phone Number: (805) 385-1501
Email: slugotoff@oxnardsd.org

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

3.2. Background Checks, Immunizations, and Other Requirements. If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the intern.

3.3. Intern Removal. The Facility may request the removal of any intern whom the Facility determines is not performing in accordance with its applicable administrative and student care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why Facility desires to have the intern removed. The intern must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any intern who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the intern would no longer be appropriate. The University will notify the Facility if such action is required.



3.4. Expenses. Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.

3.5. Non-Discrimination. Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. Compliance with the Law. The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

4. Term and Termination. This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, interns scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled internship at Facility.

5. Employment Disclaimer. Participation in the internship will not afford interns status as employees or agents of the Facility or University for any purpose. The Parties agree that interns will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any intern of the University. The Parties agree that in compliance with HIPAA, if an intern has access to protected health information of the Facility, then such intern shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

6. Liability. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

7. Miscellaneous

7.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

7.2. Government Records and Management Act. Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and



Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-
Utah State University Dietetic Internship
920 W Levoy Dr
Taylorsville, UT 84123
(435) 797-4230
email: dietetic.internship@usu.edu

Facility-
Oxnard School District
1051 South A Street
Oxnard, CA 93030-
email:



7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

FACILITY - OXNARD SCHOOL DISTRICT

By: Nicole Vance

By: _____

Print Name: Nicole Vance

Print Name: Lisa A. Franz

Title: Dietetic Internship Director

Title: Director, Purchasing

Date: 4/18/2018 _____

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Janet Penanhoat

Date of Meeting: 6/20/18

- 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** 1st Reading _____ 2nd Reading _____

Approval of Agreement #18-23 – Latino Film Institute Youth Cinema Project (Morales/Penanhoat)

The goal of the Latino Film Institute Youth Cinema Project at Ramona School is to enhance a student’s education and to turn students into more engaged learners. The Youth Cinema Project uses filmmaking as a vehicle to inspire students to write and tell their own stories, think creatively and critically in the classroom, and develop the discipline to make a film product out of their writing. The Youth Cinema Project enables students to learn classroom content, while honing their communication, collaboration and problem-solving skills.

Term of Agreement: July 1, 2018 through June 30, 2019

FISCAL IMPACT

\$82,852.00 - Unrestricted General Fund.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-23 with the Latino Film Institute Youth Cinema Project at Ramona School.

ADDITIONAL MATERIAL

Attached: Agreement #18-23, Latino Film Institute Youth Cinema Project (6 Pages)

OSD AGREEMENT #18-23



May 22, 2018

Dr. Cesar Morales
Superintendent
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Re: Agreement Between Oxnard School District and the Latino Film Institute Youth Cinema Project

Dear Dr. Morales:

Please allow me to express our appreciation to the Board of Trustees and the (the “District”) for the opportunity for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) to partner with the Oxnard School District. We look forward to working with you and your team. This letter sets forth the terms and conditions of the agreement between the Youth Cinema Project and the District.

The Youth Cinema Project is project based learning that produces competent, resilient, and real world problem-solvers and bridges the achievement and opportunity gaps by creating lifelong learners and the entertainment industry’s multicultural future.

To that end, California Government Code Section 53060 authorizes the District to contract with and employ any persons for the furnishing of special services if such persons are specially trained and experienced and competent to perform the special services required.

Scope of Services

In accordance with the contents of this Agreement, the District is hiring the Youth Cinema Project as an Independent Contractor to provide instructional services in cinematic film making including: screenwriting, storyboarding, casting, directing, production, editing, sound recording/engineering, and other postproduction skills. The services will be offered at one (1) elementary class. The Youth Cinema Project will provide the curriculum and lessons plans for each class and course.

Prior to the start of the program, District teachers and administrators assigned to the program will receive and orientation and training during the summer to prepare them for the first

semester of the program. Similarly, they will receive an additional training during the winter to prepare them for the second and final semester of the program. The Youth Cinema Project's teacher orientation and training program is conducted by our Program Manager, Educator Coordinator, and Technical Director. These same officers will also conduct year-round staff development for each class with the District teachers and administrators. Total annual number of hours for orientation, training, and staff development for one (1) class is fifty-four (54) hours.

The Youth Cinema Project will supply filmmaking instructors to supplement and assist in instruction and provide training to each classroom teacher. From time to time, the Youth Cinema Project will also supply expert speakers on particular topics to supplement instruction. The Youth Cinema Project will also support the District's efforts to market the program to parents, the community, and others. For its part the District shall be responsible for providing the equipment (e.g. cameras, lights, and computers) required for each class.

The Youth Cinema Project will also coordinate industry field trips designed to enhance our curriculum. These industry field trips are critical to closing the Opportunity Gap for our students, and create direct access between Hollywood and the students. All field trips will need to be approved ahead of time by the District, and will not exceed two (2) per semester.

A list of equipment costs to be borne by the district, along with the estimated costs of the field trips, will be emailed separately

Fees and Costs

The District will pay the Youth Cinema Project: (1) for the instructional and staff development services it provides to the District at an hourly rate of \$116.00 per hour and (2) a fee of \$9,372.00 to cover costs of program management, development of industry opportunities and partnerships for the students and the District, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum.

Attached to this letter is an estimated budget for the Youth Cinema Project for the 2018-19 school year.

The District will also reimburse the Youth Cinema Project for all its out of pocket expenses incurred on the District's behalf including but not limited to any mileage (which will be paid at the IRS rate), permits, fees, transportation or insurance. The Youth Cinema Project will, of course, itemize all costs incurred and provide back-up documentation upon request.

Billings

The Youth Cinema Project will bill the District on a monthly basis. All amounts due will be payable to the "**Latino Film Institute Youth Cinema Project.**" The District agrees to pay the full amount set forth in our statements within thirty (30) days of receipt of our invoices.

Cooperation in Program Assessment

The Youth Cinema Project will be taking active measures to assess the quality and effectiveness of its program. The District agrees to use its best efforts to collaborate and supply all requested data (to the extent not legally prohibited) in support of this effort.

Intellectual Property

The Youth Cinema Project recognizes that the films produced by the students are property of the District. The District hereby grants the Youth Cinema Project a license to use the student films for purposes of marketing the program and showcasing the students' work, on, for example, the Youth Cinema Project website, YouTube and other media platforms.

Term and Termination

This agreement shall be effective as of July 1st, 2018 and shall remain in effect through June 30, 2019.

The District may, at any time, with or without reason, terminate this Agreement and shall compensate the Youth Cinema Project for services rendered and expenses incurred to the date of termination. Written notice by the District shall be sufficient to stop further performance by the Youth Cinema Project. Notice shall be deemed given when mailed and received by the Youth Cinema Project at the address specified below:

ATTN: Latino Film Institute Youth Cinema Project
18034 Ventura Blvd., Suite 288
Encino, CA 91316

If the foregoing terms and conditions are satisfactory, please execute this letter in the space provided below and return a signed copy to me in the enclosed self-addressed, stamped envelope. Again, we appreciate the opportunity to provide services to the District and look forward to working with you. As always, should you have any questions, comments or concerns, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rafael Agustín', written over a horizontal line.

Rafael Agustín
Executive Director,
Latino Film Institute Youth Cinema Project

I have read and am authorized to agree to the foregoing:

OXNARD SCHOOL DISTRICT

By: Dr. Cesar Morales
Superintendent

**2018-19 ESTIMATED BUDGET FOR
YOUTH CINEMA PROJECT AT
OXNARD SCHOOL DISTRICT**

Set forth below are the estimated costs and expenses for the Latino Film Institute Youth Cinema Project (“Youth Cinema Project”) for Oxnard School District (the “District”). The estimates are based on the assumption of 180 instructional days, 34 weeks of actual instruction, and class sizes of 30 students.

1. Teacher Orientation and Staff Development:

Prior to the start of the program, District teachers and administrators assigned to the program will receive an orientation and training during the summer to prepare them for the first semester of the program. Similarly, they will receive an additional training during the winter to prepare them for the second and final semester of the program.

The Youth Cinema Project’s teacher orientation and training program is conducted by our Program Manager, Educator Coordinator, and Technical Director. These same officers will also conduct year-round staff development for each class with the District teachers and administrators. Total annual number of hours for orientation, training, and staff development for one (1) class is fifty-four (54) hours.

Orientation, Training, and Staff Development Costs: $54 \times \$116 = \mathbf{\$6,264}$

2. School Classrooms:

Film program instruction requires one and a half (1.5) hours of instruction two times a week. Students will be divided into production groups (group number depends on grade level), and each class will require two Youth Cinema Project mentors, as well as the classroom teacher. In addition, each session will require one (1) hour of prep time and one (1) hour of travel time per instructor. The estimated cost for each elementary class is:

Instructor #1: (+ travel hour) 7 hours per week x 34 weeks = 238 hours x \$116 = \$27,608

Instructor #2: (+ travel hour) 7 hours per week x 34 weeks = 238 hours x \$116 = \$27,608

Accordingly, the cost for a class is: \$55,216

Additionally, LFI will invite guest lecturers to present on specialized topics (2 times a semester). LFI is assuming a cost of \$250 per expert. PLEASE NOTE: LFI mentors are part of the industry professionals in the classroom LFI promises. But, LFI mentors are teaching during their hiatus period, so LFI Guests provide a direct pathway to the industry that is active. They enhance lessons with fresh insight from a current project (they are in the middle of) and they provide a direct link for the students and the school to the professional workplace.

Thus the annual cost of the class would be:

4 x \$250 dollars, i.e. \$1,000 plus \$55,216 = **\$56,216**

3. Program Management, Coordination, and Support:

The program will require management, development of industry opportunities and partnerships for the students and the District, coordination of final project screenings in a professional Hollywood environment, coordination and support including but not limited to the recruiting, scheduling and placement of Youth Cinema Project instructors and mentors, coordinating, scheduling and managing student film production logistics, and solicitation and coordination of industry field trips designed to enhance our curriculum. These services will cost approximately \$9,372.00.

Furthermore, we also recommend that the District allow the institute to help coordinate end-of-year **Community Screenings** where the District can invite parents and community members to watch the students' films. NOTE: this is different than the end-of-year **World Premiere Screenings**; these are strictly for students and closed to the general public.

4. Equipment Requirements

The Youth Cinema Project will provide a list of the equipment required for the program. The District will be responsible for the purchase of the equipment.

5. Recap

Training & Year-round Development	\$6,264
1 st Classroom	\$56,216
Program Administration, Manager-Coordinator	\$9,372
Estimated Expenses:	<u>\$11,000</u>
Total	\$82,852

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/20/18

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement #18-11 –All Languages Interpreting & Translating (Morales)

All Languages Interpreting & Translating will provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2018 through June 30, 2019.

FISCAL IMPACT:

The cost for services will remain the same as the 2017-18 agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount for the 2018-2019 fiscal year would not exceed \$12,000.00, to be paid with General Funds.

RECOMMENDATION:

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #18-11 with All Languages Interpreting & Translating.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-11, All Languages Interpreting & Translating (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-11

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of June, 2018 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2018** through **June 30, 2019** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Cesar Morales
Phone: (805) 385.1501 x2034
Fax: (805) 483.7426

To Consultant: All Languages Interpreting & Translating
701 East Santa Clara Street, Suite 47
Ventura, CA 93001
Attention: Lourdes Gonzalez Campbell
Phone: (805) 654.0509
Fax: (805) 293.8524

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

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

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

26. **Administration. DR. CESAR MORALES** 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:

ALL LANGUAGES INTERPRETING & TRANSLATING:

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 #18-11

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-11

SERVICES

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

***CONSULTANT WILL PROVIDE TRANSLATING SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2019. CONSULTANT WILL PROVIDE 2 TRANSLATORS FOR 3 HOURS AT EACH MEETING FOR A COST OF \$640.00. THE HOURLY RATE WILL BE PRORATED AT \$213.33 PER HOUR FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.**

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

N/A

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

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

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

- None.
 See attached list.

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

- None.
 See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-11

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-11

COMPENSATION

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

**\$640.00 PER BOARD MEETING WITH A PRORATED HOURLY RATE OF \$213.33 FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.

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 \$12,000.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #18-11

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-11

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 #18-11

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 #18-11

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-11

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, **ALL LANGUAGES INTERPRETING & TRANSLATING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

QUOTE FOR SERVICES

April 24, 2018

Presented to:

MS. PATRICIA LOMELI
OXNARD SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
ADMINISTRATIVE ASSISTANT
1051 SOUTH A STREET
OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings.

1. Two Professional Conference Interpreters – The interpretation will be simultaneous.
2. Fees:
 - Fee for two interpreters: First interpreter: \$400.00
Second interpreter \$240.00
Total with two interpreters \$ 640.00

This fee covers the first three hours; additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

Our fee for the services we provide will not change.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. During the last few weeks we have provided interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, other languages are also available. Our services are mostly used during IEP meetings with parents and students. We have also translated documents for the Special Education Departments of various High Schools in the area.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement #18-19 – FoodCorps Inc. (Penanhoat/Lugotoff)

The Oxnard School District must renew the annual agreement with FoodCorps to acquire a new service member.

The FoodCorps Member will work at designated school service sites to implement District designated healthy school culture initiatives. The member will continue efforts initiated during the 2017/18 SY in the area of Food Waste reduction efforts (Food Share Tables, Trash Separation, Food Donations) and nutrition education. FoodCorps nutrition education activities and programing are in addition to what would be otherwise provided by a teacher or school district and therefor, will not duplicate or replace existing school activities and required nutrition education and will not displace teachers, staff or volunteers.

FISCAL IMPACT:

Not to exceed \$7,500.00 – CNS Funds

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-19 with FoodCorps Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #18-19, FoodCorps Inc. (13 Pages)
 FoodCorps Service Site Agreement (13 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-19

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of June, 2018 by and between the Oxnard School District (“District”) and FoodCorps Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 1, 2018 through July 15, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Suzanne Lugotoff
 Phone: 805.385.1501, x2435
 Fax: 805.487.8268

To Consultant: FoodCorps Inc.
 1140 SE 7th Avenue, Suite 110
 Portland, OR 97214
 Attention: Elizabeth Wolf
 Phone: (503) 558.6314
 Fax:

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

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

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

26. **Administration.** **SUZANNE LUGOTTOFF** 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:

FOODCORPS 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 #18-19

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-19

SERVICES

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

See attached FoodCorps Service Site Agreement

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

See attached FoodCorps Service Site Agreement

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-19

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-19

COMPENSATION

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

Not to Exceed \$7,500.00

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

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly 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 \$7,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-19

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 three hundred thousand dollars (\$300,000) per occurrence. If FoodCorps maintains broader coverage and/or higher limits than the minimums shown above, the Service Site requires and shall be entitled to the broader coverage and/or higher limits maintained by FoodCorps. Any available insurance proceeds, including abuse and molestation coverage, in excess of the specified minimum limits of insurance and coverage shall be available to the Service Site.

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

~~Accountants, Attorneys, Education Consultants, \$1,000,000~~

~~Nurses, Therapists~~

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

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

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

Not Project Related

Project #18-19

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 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 #18-19

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-19

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

FOODCORPS SERVICE SITE AGREEMENT

This Service Site Agreement (the "Agreement") is entered into by and between **FoodCorps, Inc.**, a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 ("FoodCorps") and **NAME_OF_SERVICE_SITE**, which is a Select From List in the state of **STATE_NAME**, Tax ID: **ENTER_TAX_ID_NUMBER**.

RECITALS

A. FoodCorps seeks to give all children the opportunity to grow up in a vibrant, healthful food environment. In partnership with AmeriCorps, FoodCorps operates a service program that places emerging leaders into limited-resource schools for a year of service, implementing a three-ingredient recipe for healthy kids: hands-on learning, healthy school meals, and a schoolwide culture of health.

B. Service Site is a/an Select From List that desires to collaborate with FoodCorps to further the purpose of FoodCorps' program in **STATE_NAME** by facilitating FoodCorps programming within such state. Details regarding the Service Site are included in **Exhibit A**.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to set forth the basic provisions, guidelines, and expectations for the relationship between Service Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between Service Site and FoodCorps. In the case of any legal dispute, this document will serve as the sole binding agreement governing the terms of the relationship between Service Site and FoodCorps.

2. Definitions

The definitions in **Exhibit B** are included for reference, and legally incorporated into this Agreement.

3. Service Site Responsibilities

3.1 Service Site agrees to comply with the following:

3.1.2 Prohibited Activities Rules. Service Site understands that CNCS, AmeriCorps or FoodCorps have outlined rules that prohibit the Service Site and Service Members from engaging in certain Prohibited Activities (such rules to be collectively referred to as the "Prohibited Activities rules"). The Prohibited Activities rules are subject to modification from time to time, and are legally incorporated into this Agreement. Service Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities rules, and to use commercially reasonable efforts to ensure that Service Members understand and comply with the Prohibited Activities rules.

3.1.2 Nondisplacement / Supplantation in Hiring. Service Site agrees that it will comply

with the federal regulations prohibiting duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Service Site shall not displace an employee, position, or volunteer (other than a Service Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Service Site's participation in the FoodCorps Program or Service Site's utilization of any Service Member.

3.1.3 FoodCorps Program Requirements. Service Site will ensure (or use commercially reasonable efforts to ensure compliance with, as applicable) that the terms of all Program rules, procedures, handbooks, manuals, and guidelines, including but not limited to the FoodCorps Handbook listed therein. Site supervisors will receive a hard copy of the FoodCorps Handbook during their state-wide site supervisor training in June/July 2018. All such Program guidelines are legally incorporated into this Agreement, and are subject to modification by FoodCorps from time to time.

3.2 Service Site agrees to comply with the following regarding the program service fee:

3.2.2 Service Site agrees to timely complete all required payment forms regarding the program service fee, and timely pay the \$7500 program service fees for which Service Site is responsible.

3.2.3 No part of a program service fee may be raised by or through the service of a Service Member.

3.3 Further Service Site Obligations. Service Site further agrees as follows:

3.3.2 Service Site shall not make any offer or promise relating to an existing or potential service member's compensation or benefits.

3.3.3 Service Site shall not employ, recommend for employment, or otherwise facilitate the employment of Service Members for any commitment that would interfere with their full-time service, or prior to 60 days from the end of the Service Term, as defined in their Service Member Contract and in the FoodCorps Handbook.

3.3.4 Service Site must provide or ensure, as applicable, a safe working environment for service members, which includes making every reasonable effort to ensure that the health and safety of service members are protected during the performance of their assigned duties. The Service Site shall not assign or require service members to perform duties that would jeopardize their safety or cause them to sustain injuries. Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being provided and trained on any and all laws, rules, policies, or procedures (such as school rules or local mandatory reporting laws) that may be applicable to the Service Member in that environment.

3.3.5 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or systems. To that end, Service Site agrees that it will not permit Service Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.

3.3.6 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of FoodCorps Service Members, including but not limited to:

- Any unusual incident, occurrence or event that involves the Service Site staff, volunteers or officers, or the FoodCorps Service Member, including but not limited to, the death or serious injury of any Service Site staff or Service Member; the arrest of any Service Site staff or Service Member; possible criminal activity on the part of any Service Site staff or Service Member; destruction of property by any Service Site staff or Service Member; significant damage to the physical facilities of the Service Site; or other matters of a similarly serious nature; and
- Personnel changes at the Service Site that result in a new staff member being appointed as Service Site Supervisor.

3.4 Service Site further agrees to comply with any and all additional responsibilities listed in **Exhibit C**, which is legally incorporated into this Agreement.

4. **Mutual Understandings.** For the avoidance of doubt, the parties acknowledge and agree as follows:

- Although Service Site may operate in multiple states, Service Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Service Site or otherwise.
- FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the FoodCorps State confers no rights onto Service Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- FoodCorps' ability to operate the Program, and its ability to provide Service Members to serve in the FoodCorps State, is dependent on the levels at which CNCS approves FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than CNCS. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps' control, and that such funding may affect the number or placement of Service Members within the FoodCorps State. Service Site understands and agrees that neither FoodCorps nor FoodCorps guarantees placement of any particular number of Service Members regardless of targets, or replacement of members who are suspended, terminated, or who resign.
- Service Sites may conduct fundraising activities to support the Service Member program service fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Service Sites may not conduct fundraising efforts that duplicate or compete with those of FoodCorps.
- FoodCorps welcomes advice and suggestions from Service Sites in good faith; however, FoodCorps has no obligation to modify the Program to incorporate any such advice or

suggestions. FoodCorps is the sole arbiter of the Program, including its fundamental operating structure at the national, state, and local level.

5. Term; Termination; Effect of Termination.

5.1 Term. The effective date of this Agreement is the last date on which it is signed. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date set forth in **Exhibit A**; or (b) the date on which all Service Members serving in the FoodCorps State complete their Terms of Service (the "Completion Date"); provided, however, that FoodCorps and Service Site may mutually agree on an earlier Completion Date in the event that a particular Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for "compelling circumstances," as defined in the FoodCorps Handbook.

5.2 Extension of Term. In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by the term End Date specified in Exhibit A, this Agreement shall remain in effect until such Service Member(s) have completed their required number of service hours or have formally withdrawn or been released from the program.

5.3 Mutual Agreement. Service Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.

5.4 Material Breach. Either party hereto may terminate this Agreement upon a material breach by the other of the terms of this Agreement.

5.5 Service Site Breach. If the Service Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then FoodCorps will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7) days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.

5.6 Effect of Termination. The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Service Site under this Agreement, including any rights to use FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of FoodCorps to Service Site.

6. Recordkeeping and Reporting.

6.1 Service Site agrees to maintain such records and accounts, and make available such reports and investigations concerning matters involving Service Members and the Program as FoodCorps, FoodCorps or CNCS (e.g., in the event of an audit) may require. Such records shall include but not be limited to a copy of this Agreement, records relating to program service fees, and reports; and

6.2 Service Site agrees to respond to and submit required programmatic reports to FoodCorps and FoodCorps within the time frames reasonably set by them.

7. Independent Contractors

The parties agree that their relationship with respect to one another is that of independent contractors, and that neither party is an employee, partner, agent or in a joint venture with the other. All employees of FoodCorps shall be employees of FoodCorps and not of Service Site; and all employees of Service Site are and shall be employees of Service Site and not FoodCorps. Each party acknowledges and agrees that it has no legal responsibility to withhold state or federal income tax, unemployment compensation, Social Security, or to provide any form or manner or pension or other fringe benefits for the other party's employees; and, each party is solely responsible for compensating its own employees, agents or representatives employed, or engaged, by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement. Neither party shall have no right or authority to assume or undertake any obligation of any kind, express or implied on behalf of the other party or to bind the other party in any way. The parties acknowledge that nothing contained in this Agreement shall be deemed or construed to constitute or create between the parties, a partnership, joint venture or agency. Neither party shall have the right or authority to assume or undertake any obligation of any kind, express or implied, on behalf of the other party or to bind the other party in any way, or to undertake any obligation of any kind, express or implied, on behalf of FoodCorps.

8. Confidential Information

The parties shall maintain the confidentiality of all of the confidential and proprietary information and data ("Confidential Information") of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without such other party's consent. Each party's Confidential Information shall remain the property of that party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement. Upon any revocation, surrender or other termination of this Agreement, each party shall: (a) deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof; (b) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party. Each party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.

9. Insurance; Limitation on Liability; Indemnification

Select *ONE* of the options for the 9.1 section of this agreement.

Option A: Check to select

9.1a Service Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members serving at the Service Site.

Option B: Check to select

9.1b Service Sites warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program.

9.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.

9.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless FoodCorps and FoodCorps and their officers, directors, employees, and members to the fullest extent of the law from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Service Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Service Site in this Agreement. Service Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

10. General Provisions

10.1 Amendment; Waiver. This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.

10.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.3 Assignment. Neither this Agreement nor any other rights or obligations hereunder shall be assigned or delegated by either party.

10.4 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

10.5 Warranties. Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under

this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

10.6 Entire Agreement. This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.

10.7 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a facsimile signature, or email signature in PDF form, which signature shall have the same force and effect as an original signature.

* * * * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below by their duly authorized representatives.

Service Site Supervisor (Print Name)

Signature

Date

Authorized Service Site Rep. (Print Name)

Signature

Date

Authorized FoodCorps Rep. (Print Name)

Signature

Date

EXHIBIT A

Service Site Information

FoodCorps Program Year: 2018-2019 ("PY19")

Start Date: August 1, 2018

End Date: July 15, 2019

Please fill out the information below:

Name of Service Site:	
State (in which Service Site is located):	
Name and Title of Service Site Representative Authorized to Enter into This Agreement:	
Name and Title of Service Site Supervisor:	
Mailing Address:	
Telephone:	
Email:	

EXHIBIT B

Definitions

Farm to School: Farm to School programs connect schools and local farms with the objectives of serving healthy meals in school cafeterias; improving student nutrition; providing agriculture, health and nutrition education opportunities; and engaging local and regional farmers.

FoodCorps State: The state in which Service Site is authorized and agrees to facilitate FoodCorps programming pursuant to this Agreement, as specified in **Exhibit A (“Service Site Information”)**.

Program: A national public service program conducted by FoodCorps to combat childhood obesity and food insecurity, pursuant to which Service Members complete a year-long term of stipended AmeriCorps service, during which time they work to foster the creation of healthy school food environments on behalf of children in limited-resource communities. The Program may also be referred to in this Agreement as the “FoodCorps program” or the “FoodCorps public service program.”

FoodCorps Handbook: A comprehensive document that describes the responsibilities of Service Members, Service Sites and FoodCorps within the FoodCorps Program.

Service Member: AmeriCorps members enrolled to serve in the FoodCorps public service program pursuant to a contract with FoodCorps (“Service Member Contract”). Service members are not “employees” or “apprentices” or typical volunteers. They are AmeriCorps members who are eligible to receive an education award in return for their term of service.

Service Site: Service Sites are the entities within a FoodCorps State—schools, school districts, or grassroots nonprofit organizations focused on health, education, and/or food systems—at which Service Members perform their Term of Service. Service Sites report directly to FoodCorps.

Service Site Supervisor: Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for FoodCorps.

Term of Service: The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will not start earlier than August 1 of the year of this agreement, be at least 1700 hours of qualifying service, which is expected to be completed during the program year specified in **Exhibit A**.

Non Duplication of Services: FoodCorps nutrition education activities and programming are in addition to what would be otherwise provided by a teacher or school district and therefore, will not duplicate or replace existing school activities and required nutrition education and will not displace teachers, staff, or volunteers.

EXHIBIT C
Additional Service Site Responsibilities

FoodCorps Program Implementation:

- Introduce service members and the FoodCorps Program to school community members relevant to their service activities, including but not limited to teachers, food service staff, administrators, groundskeepers and janitorial staff, Parent Teacher Organization/Association members, and student leadership.
- Support the School in successfully completing and submitting the FoodCorps Menu and Action Plan according to the directions and deadlines provided by FoodCorps during site supervisor training.
- Make reasonable efforts to provide access to class time for hands-on lessons; to space, water, tools and secure storage for a school garden; and to the cafeteria, kitchen, and food service staff for health promotion related to school meals.
- Ensuring that service members have access to regular, ongoing opportunities to teach or co-teach food and gardening education consistently throughout the school year. At a minimum, service members must teach or co-teach the same 80 students for at least 10 hours.
- Facilitate reasonable data collection efforts at various times throughout the year as necessary to support FoodCorps programming and reporting requirements, including but not limited to:
 - The FoodCorps Vegetable Preference Pre/Post Survey, to be administered to one group of students grades 2 and up receiving 10+ hours of food and garden education.
 - The Healthy School Progress Report must be completed twice in a school's first year with FoodCorps, with submissions due on Oct. 31st and May 31st. Returning schools must submit their an annual Progress Report on May 31st.
- Encourage school community members to support FoodCorps service efforts and activities, and foster the development and institutionalization of a schoolwide culture of health.

Selection, Oversight, Supervision, and Training Requirements:

- Service sites ensure their service member(s) meet or exceed 1,700 allowable service hours during a single service term.
- Service sites participate in the recruitment and selection of their FoodCorps service member(s).
- Service sites orient their service member(s) to their organization and community, including training on workplace safety and harassment policies, through following the FoodCorps Service Site Orientation Checklist.
- Service site supervisors complete a Service Member Plan with their member(s) and conduct weekly check-in meetings with their service member(s).
- Service sites develop and provide service members with adequate direct service opportunities based on FoodCorps' scope of service outlined in the FoodCorps Handbook. These activities must provide a measurable benefit to school food environments that would not be otherwise achieved in the absence of a FoodCorps service member.
- Service sites ensure service members are not engaged in any of AmeriCorps' Prohibited Activities as noted in the FoodCorps Handbook.
- Service sites ensure proper and timely completion and submission of all evaluation and reporting requirements as outlined in the FoodCorps Handbook, including but not limited to: weekly service member timesheets; service member weekly reporting and reflection logs;

service member mid-term and end-of-term reviews; student surveying and data collection; end of year survey

- Service site supervisors approve service member weekly timesheets via the America Learns reporting system.
- Service sites cooperate with FoodCorps site visits, which may require service sites to provide access to financial, human resource, and reporting records pertaining to the FoodCorps program.
- Service sites follow the procedure outlined in the FoodCorps Handbook in the event of any grievances between the service site and FoodCorps, or grievances involving service members and/or state partners.
- Service sites document in writing and communicate immediately to FoodCorps any service member performance issues or other program concerns as outlined in the FoodCorps Handbook.
- Service sites comply with all other requirements and responsibilities created in the FoodCorps Handbook and AmeriCorps rules and regulations.

Service Sites are responsible for developing strong partnerships with the schools that host FoodCorps service members. Service sites agree to ensure that Schools meet the following expectations:

- Ensure that service members receive all rules, laws, policies, procedures, workplace expectations, and safety protocols applicable to the school before they begin service, through following the FoodCorps School Orientation Checklist. This includes but is not limited to:
 - Any expectation that they act as “mandatory reporters” of abuse and neglect
 - Policies and procedures for emergency drills (natural disaster, lock-downs, etc.) with and without students present
 - Student accident policies and procedures
 - Discrimination and harassment policies
 - Day-to-day expectations for all school staff and volunteers (hours, dress code, conduct with adults and children, etc.)
 - Food safety policies and procedures, including those related to food allergies
 - Social media policies
 - Other incident reporting procedures
 - All other policies and procedures for visitors, volunteers, and guest teachers
- Communicate to service members if they are permitted to supervise students without other teachers or staff present and enforce stated policy.
- Ensure that the health and safety of service members are not jeopardized during service by, among other things, ensuring adequate orientation for service members before they begin service and appropriate monitoring of service activities.

Communications and Development Requirements:

- Service sites facilitate public recognition of the benefits FoodCorps and AmeriCorps brings to the community and state by documenting service through photos and videos, engaging in outreach to press and policymakers, displaying the FoodCorps and AmeriCorps logo and brand in appropriate circumstances, and crediting FoodCorps and AmeriCorps as deserved for its role in achievements.
- Use the FoodCorps and AmeriCorps logo only in adherence to the policies and procedures outlined in the FoodCorps Style Guide found in the Official FoodCorps Tools section of the FoodCorps Handbook.

- Service sites are not authorized to speak on behalf of FoodCorps, Inc., including to members of the media or to potential funders, but may speak about our partnership and FoodCorps-related activities. When a service site does have an opportunity to share about FoodCorps, we ask that you do so in a way that is accurate and in accordance with the established views of FoodCorps (which are well-outlined in this FoodCorps Handbook), even if those views occasionally differ in some ways from your own or the views of your organization. If asked to speak publicly (e.g., to the media or in a public forum) about FoodCorps, you should first reach out to the FoodCorps Communications Team for approval, resources, and guidance.
- Service sites provide or assist service members in obtaining any funding necessary to implement projects related to the FoodCorps mission (e.g., constructing school gardens, printing curriculum materials, organizing field trips to local farms). FoodCorps is not obligated to provide any funding for program implementation.
- Service sites notify FoodCorps prior to engaging in any fundraising that uses the FoodCorps name. Any funding relationships that include the use of the FoodCorps name or logo (including sponsorship agreements) must be approved by FoodCorps.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 06/20/18

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

X Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Approval of Renewal Agreement #18-22 with DecisionInsite, LLC (Penanhoat)

Since 2006 the district has contracted with DecisionInsite, LLC for professional services in community demographic analysis and enrollment projections for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning.

Renewal Agreement #18-22 is presented herewith for the Board's consideration.

FISCAL IMPACT

Agreement #18-22 is for a five-year term effective July 1, 2018 through June 30, 2023. The annual subscription fee is \$17,115.00. In addition, there is an annual fee of not to exceed \$3,000 for Residential Developmental Research for enrollment projections.

The total annual amount is not to exceed **\$20,115.00**, to be paid out of the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #18-22 with DecisionInsite, LLC.

ADDITIONAL MATERIAL

Attached: Agreement #18-22 (18 pages)

OSD AGREEMENT #18-22



Premier Services Agreement

Oxnard School District

SERVICES AGREEMENT

BETWEEN

Oxnard School District

**1051 South A. Street
Oxnard
CA, 93030**

and

DecisionInsite, LLC

**101 Pacifica Suite, 380
Irvine
CA, 92816
877.204.1392**

This Agreement is made by and between Oxnard School District (hereinafter DISTRICT) and DECISIONINSITE, LLC (hereinafter DECISIONINSITE) with reference to the following:

WHEREAS, DISTRICT requires professional services in community demographic analysis and enrollment projections using data spatialization technology for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning, and

WHEREAS, DecisionInsite has the expertise necessary to properly perform such services, and

WHEREAS, the parties desire to enter into a contract for the provision of such services;

IN CONSIDERATION of the foregoing, it is agreed between the parties hereto, as follows:

SECTION 1 – FEES AND SERVICES OF DecisionInsite

1.1 DECISIONINSITE shall perform the services and provide the information products as specified in this agreement and outlined in Schedule A, which is attached to and made a material part of this agreement. Deliverables to DISTRICT include but are not limited to the provision of

- 1) generation of enrollment forecasts and
- 2) certain access rights to review and manipulate information via DECISIONINSITE’s secure web application called the StudentView System. Specific deliverables are listed on Schedule A.

1.2 This service agreement is for DECISIONINSITE’s combined StudentView System access license and its Premier Enrollment Projection package.

1.3 The DECISIONINSITE fee schedule is based upon the

- 1) DISTRICT’S most recent reported enrollment,
- 2) The Enrollment Projection Package option outlined in the Proposal for Services and
- 3) DISTRICT’S intent to have or not have DECISIONINSITE complete residential development research. The following table summarizes the assumptions and terms of this Agreement.

Service Agreement Assumptions			
Agreement Term	5 Year		
Product Type	Premier		
Residential Development Impact Research	Requested		
Fee Calculations:	Annual Fee	Over Life of Contract	
Base Annual Fee	\$17,115	\$85,575	
Residential Development Research (Not to Exceed per year)	\$3,000	\$15,000	
Total Annual Not to Exceed	\$20,115	\$100,575	

1.4 If Residential Development Research is included, DECISIONINSITE begins the research projects each year in late spring and completes all research by September so that the data is available for the fall projection season. Residential Development Research is billed at the rate outlined on Schedule B.

DECISIONINSITE only initiates this research when requested by the DISTRICT and each year will notify the DISTRICT before commencing. DECISIONINSITE makes every effort to contain residential research within the “not-to-exceed” allocation. If DECISIONINSITE believes it can not complete the task within the allocation, it will consult with the DISTRICT. Under no circumstances will DECISIONINSITE exceed that allocation without prior authorization from the DISTRICT. If the District does not want DECISIONINSITE to conduct the research because the District has the data, a modest fee will be added to cover the integration of those data.

1.5 Custom GIS Technical Services can be provided at client request and according to the following terms. These are one time projects which, once done, persist as long as the DISTRICT is a client. Except where stipulated below, all custom GIS work is billed at the hourly rate for Technical GIS services outlined in the proposal and on Schedule B.

1. Attendance Area Changes: As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. If the DISTRICT should require additional changes outside the normal cycle of client updating, it would be considered custom GIS work and the district would be invoiced separately. See detail on Schedule B.

2. Custom Map Layers: DISTRICT may request special map layers be digitized and available. These are also custom GIS projects and are invoiced separately. See detail on Schedule B.

3. Custom Point Plotting: DISTRICT may request that special features be geocoded so that they can be point-plotted for mapping and analysis. Such projects are invoiced separately. See detail on Schedule B.

4. Additional Student Attribute Plotting, Reporting and Analysis: DISTRICT may request that additional attributes can be appended to student data files. This is a custom project. Such projects are invoiced separately. See detail on Schedule B.

SECTION 2 – PERIOD OF PERFORMANCE

2.1 As noted in Section 1.1, the services included in this Service Agreement are comprised of two components; the generation of enrollment projections and access to the StudentView System. This is a 5-year agreement which provides for initial and annual enrollment forecasting services for 5 school years and system access for up to 5 years or the end of the DISTRICT fiscal year, whichever comes first.

2.2 The agreement shall commence on date of board approval as notated on the signature page of this agreement and upon being signed by both parties.

2.3 Project Timeline: Your project will be put into our production queue within 3 working days of two events: 1) reception of a signed agreement and 2) reception of all required data.

System Access: Clients will be provided login credentials for system immediately upon receipt of an executed service agreement.

Production of Enrollment Forecasts: DecisionInsite is committed to both quality and rapid delivery. We pledge to complete your projections as quickly as possible without compromising the integrity of the

projections and output. Clients should expect preliminary enrollment projections 3 – 5 weeks from the time DecisionInsite has received and validated the data requested of the District. Prior to final delivery, the district designated official will be contacted for a “preview” of the numbers and to make sure that some element has not been overlooked before the final and public study is released.

2.4 The Agreement shall terminate June 30, 2023 unless renewed by both parties.

Service Agreement Performance Period	Annually	Begin Date	End Date
Enrollment Forecasts Generation Time table	Fall 2018 (P/Y 2019/20)		
	Fall 2019 (P/Y 2020/21)		
	Fall 2020 (P/Y 2021/22)		
	Fall 2021 (P/Y 2022/23)		
	Fall 2022 (P/Y 2023/24)		
StudentView System Access*		July 1, 2018	June 30, 2023
Service Agreement**		July 1, 2018	June 30, 2023

P/Y – Projection Year

* Estimated. Dependent on the DISTRICT providing DECISIONINSITE data requested in a timely manner.

** Estimated. Access will begin once a signed contract is received.

SECTION 3 – OBLIGATIONS OF THE DISTRICT

3.1 DISTRICT agrees that its employees will cooperate with DECISIONINSITE in the performance of services under this Agreement and will make every reasonable attempt to be available for consultation with DECISIONINSITE.

3.2 DISTRICT shall provide to DECISIONINSITE, at no cost to DECISIONINSITE, for use in providing the services outlined in this Agreement, any data which DISTRICT may have available which are required or requested for providing the services of this Agreement.

The DISTRICT AGREES TO

1. Provide DECISIONINSITE staff with the contact information for the appropriate DISTRICT staff who will be working on this project.
2. Direct DISTRICT staff to review and respond to the Data Request documents provided to the DISTRICT. (This information is available for review at our public website: <http://decisioninsite.com/client-center/new-client>)
3. Provide DECISIONINSITE with the data requested in a timely manner.

3.3 If DISTRICT chooses to provide residential development research to DECISIONINSITE instead of engaging DECISIONINSITE to conduct the research, then the DISTRICT agrees to provide these data to DECISIONINSITE in the array and format stipulated in the Data Request Instructions and Documents found on the DECISIONINSITE website. Failure to provide the data either in the detail or format specified may result in an additional fee to convert the data and/or to conduct the additional research.

3.4 DISTRICT shall make every reasonable effort to aid DECISIONINSITE in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the compilation of the work outlined in this Agreement. (For example, contacts with appropriate housing developers.) Fees for obtaining such data will be reimbursable to DECISIONINSITE and will be paid by the DISTRICT.

3.5 DISTRICT agrees to appoint a single staff person to fulfill the role of Administrative User (admin user). This person will be responsible to administer access rights to DECISIONINSITE secure server where the DISTRICT'S data will be available. Included in this responsibility is setting up those persons within the DISTRICT that will be granted access rights.

3.6 This AGREEMENT as outlined on Schedule A includes web based access to the secure DECISIONINSITE StudentView System. DISTRICT agrees to abide by the policies for access as outlined in Schedule D.

SECTION 4 – LIMITATIONS

4.1 DECISIONINSITE understands that time is of the essence in completing the work outlined in this AGREEMENT. However, the DISTRICT understands that DECISIONINSITE may be dependent upon the timely delivery of data from third parties and that all tasks may not be completed in the allotted time as may be specified in this AGREEMENT or in the spirit of timely delivery. None-the-less, DECISIONINSITE will make all reasonable efforts to complete all tasks in a timely fashion.

4.2 DISTRICT understands the work performed by DECISIONINSITE is based upon the best information available to DECISIONINSITE at the time of rendering services. DISTRICT also understands that DECISIONINSITE takes great care in identifying and obtaining the most widely recognized and respected data sources for use in serving the DISTRICT but can none-the-less make no warranties for the ultimate accuracy of these information products and the DISTRICT hereby agrees.

SECTION 5 – GENERAL PROVISIONS

5.1 DISTRICT understands that the StudentView System is built upon Google base maps and access to these base maps by the DISTRICT must conform to Google Map requirements. Further some aerial images and census demographic databases that are updated and projected are licensed by DECISIONINSITE from third party vendors and remain the sole intellectual property of these vendors.

5.2 DISTRICT understands that this AGREEMENT extends access rights to the DISTRICT for use only by the DISTRICT and/or anyone assisting the DISTRICT in its normal activities. DISTRICT may not sell, lease or assign the demographic databases, aerial images or the mapping data to any third party except as such would employ the data in the service of the DISTRICT. (For example, an outside planning consultant may use and review the data in fulfilling a planning consultation on behalf of the DISTRICT but the same consultant may not use, quote, or otherwise refer to the data for any other purpose.)

5.3 DISTRICT agrees to make appropriate attributions to the data source(s) in any written, graphically displayed or orally delivered presentations that include any piece of data, the presentation of the data or the methodologies by which the data is generated that are provided by DECISIONINSITE

SECTION 6 – TERMINATION

6.1 It is understood and agreed that the DISTRICT may terminate this AGREEMENT for the DISTRICT’S convenience and without cause at any time by giving DECISIONINSITE thirty (30) days written notice of such termination. Promptly upon receipt of written notice from the DISTRICT that this AGREEMENT is terminated, DECISIONINSITE will submit an invoice to the DISTRICT for any outstanding fees including any early termination adjustment per the schedule described in 6.2 and any reimbursable expenses, if actually incurred and in accordance with the approved AGREEMENT, and not reimbursed prior to the date of termination. Upon approval and payment of this invoice by the DISTRICT, the DISTRICT shall be under no further obligation to DECISIONINSITE monetarily or otherwise.

6.2 Early Termination Adjustment: Multi-year agreements are based upon discounts to the single year fee for system and services. Should the district opt for one of the multi-year agreements and then choose to terminate the AGREEMENT per 6.1 above an adjustment will be applied to the final year of service based upon the number of years of the contract that have been completed. The adjustment schedule is provided below.

5 Year Cancellation Schedule	
Years Complete	Adjustment Fee
1	\$7,196
2	\$5,397
3	\$3,598
4	\$1,799
5	\$0

SECTION 7 – COMPENSATION

7.1 DECISIONINSITE services and website access rights are based upon the mix of products and services chosen by the DISTRICT. (See Schedule A.)

7.2 Compensation to DECISIONINSITE is determined by the service and product features selected by the DISTRICT and is reflected on Schedule A. For each fiscal year DECISIONINSITE will issue invoices in two stages in accordance with the following:

1. 50% on the initial date of execution of this agreement or at the beginning of DecisionInsite's annual production season in July of each year.
2. 50% Completion and delivery of annual enrollment projections.

7.3 Annual fees and payment schedule is as follows. Client will receive an invoice 30 days prior to the due date to insure proper and timely payment.

Schedule of Payments	Total per Year	First Payment	Second Payment
Year 1	\$17,115	\$8,557.50	\$8,557.50
Year 2	\$17,115	\$8,557.50	\$8,557.50
Year 3	\$17,115	\$8,557.50	\$8,557.50
Year 4	\$17,115	\$8,557.50	\$8,557.50
Year 5	\$17,115	\$8,557.50	\$8,557.50

7.4 Residential development research, if requested by the district is invoiced separately from the annual license agreement. Residential development research is invoiced only for time and materials per the fee schedule set forth in Schedule B. Invoicing is not done until the research project is complete and this will typically begin in May and be completed no later than October of each year. As stated earlier, DECISIONINSITE will not invoice beyond the “not to exceed” stated in the Service Agreement Assumptions of Section 1.3. If a research project looks to be larger than either the District or DECISIONINSITE anticipated, DECISIONINSITE will contact the district. It will not proceed further without prior authorization from the district.

7.5 The specific elements available to the DISTRICT are outlined on Schedule A of this AGREEMENT and reflect those features proposed to the DISTRICT in the PROPOSAL FOR SERVICES document submitted to the DISTRICT. The DISTRICT understands that if additional requests for analysis, GIS services or consultation are made beyond that outlined in this Schedule that additional fees shall be charged based upon the rates outlined on Schedule B. Such additional requests would call for a contract addendum from DECISIONINSITE stipulating the specific additions and related fees and to which the DISTRICT would have the right to accept by signing or reject.

SECTION 8 – INDEMNIFICATION

8.1 DECISIONINSITE shall indemnify and hold DISTRICT, its Board members, agents and employees harmless, and will defend DISTRICT, its Board members, agents and employees from any and all liability arising from or related to the performance of this Agreement, including third part legal actions caused by the acts of DECISIONINSITE.

SECTION 9 – OWNERSHIP, DATA SECURITY AND ACCESS TO THE WORK PRODUCT

9.1 DISTRICT understands the delivered products—whether as printed reports and/or digital PDF files or the online web accessible StudentView System—are the result of extensive data integration and computer modeling. The DISTRICT supplies DECISIONINSITE with student and school based data. DECISIONINSITE provides licensed demographic and geographic mapping data. This data is processed through the proprietary StudentView System that includes "location analytic" models and a GIS analytical mapping interface and is transformed into the deliverable products for use by the DISTRICT. This results in a significant integration of disparate data sources; some of which is only licensed to DECISIONINSITE for use with its clients.

9.2 The DISTRICT maintains ownership of all data supplied to DECISIONINSITE as part of the project. The DISTRICT also maintains full access rights to all paper or PDF expressions of reports, maps and other prepared materials in perpetuity as long as abiding by the limitations outlined in 5.1 and 5.2 above.

9.3 The DISTRICT shall have access rights to the web based expression of said reports, maps and other analytical and presentation materials through the StudentView System as long as the contract with DECISIONINSITE is in effect. Upon contract termination, access to the StudentView System will no longer be available.

9.4 Occasionally, clients need to access or retrieve data or work product after the termination of the service agreement. As such, DECISIONINSITE agrees to securely archive District data and DECISIONINSITE work product for a period of five years so that they client may retrieve data if needed. DISTRICT agrees to submit such requests in writing.

9.5 DECISIONINSITE agrees to adhere to the principles and practices listed in the attached Privacy Policy. (See Schedule D)

SECTION 10 – CONFIDENTIALITY

10.1 DECISIONINSITE shall not, during or at any time following termination of this Agreement with DISTRICT, disclose or divulge the work product of this Agreement to third parties except when directed to do so by the DISTRICT in response to a valid request pursuant to the California Public Records Act or court order.

10.2 DISTRICT does agree to allow DECISIONINSITE to use some elements of the final product for the purposes of demonstration. At no time shall DECISIONINSITE divulge any data about particular students or families to which it has access during the production either of the product or subsequent to the final creation of the deliverable product. DECISIONINSITE fully understands its obligation to protect the privacy of student level data and any confidential DISTRICT data or its board and staff in its possession at all times.

10.3 DECISIONINSITE shall take every reasonable precaution to protect all student or school data supplied on its computers and information systems.

SECTION 11 – ASSIGNMENT PROHIBITED

11.1 No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void.

SECTION 12 – AUDIT

12.1 Pursuant to, and in accordance with, the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records and files of DECISIONINSITE, or any subcontractor connected with the performance of this Agreement involved in the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement.

DECISIONINSITE shall preserve and cause to be preserved such books, records, and files for the audit period.

SECTION 13 – ENTIRE AGREEMENT

13.1 This AGREEMENT contains the entire AGREEMENT of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written. This AGREEMENT may only be modified in writing and signed by both parties.

13.2 The parties hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives.

Oxnard School District

DecisionInsite, LLC



Ms. Janet Penanhoat
Assistant Superintendent – Business & Fiscal
Services
Date: _____

Michael B. Regele
President, DECISIONINSITE, LLC

May 23, 2018
Tax ID # 74-3123949

SCHEDULE A: PRODUCT FEATURE LISTS

Premier

Premier is DecisionInsite’s flagship package. The Premier package annually integrates the professional development of student enrollment projections with full access to all of the location analytic features of the DI StudentView System. The Premier package is highlighted by these distinctive features.

StudentView Features (Partial List)	Premier Features (Partial List)
Location Plot Data and Tools Plot students by an array of parameters, including by trait or attribute, by school, by area, by grade, plus more	Two District-wide and School-by-grade Projections annually; one conservative and the other moderate. In districts funded on a per pupil basis, the conservative projection is suitable for budget planning and staffing, and the moderate projection suitable for facilities planning
SFTP SIS Integration (for select SIS systems)	Intra-district (Open Enrollment/School of Choice) and Inter-district enrollment patterns
Annual Fall Enrollment Data Upload	
Anytime Student Upload	Projections by attendance area
Student Mailing List Generation	
Excel Data Exporting	A Final Executive Report of Findings designed for use with Administrative Staff and Boards
Display District and School Boundary Maps	
Location Analytics Tools	Full access to all of the EnrollmentAnalytics functions in the StudentView System
Maps generated to fit PowerPoint	
Google Street and Satellite Base Maps	Full access to the StudentView System’s boundary change analysis tools which allow the development of alternative geographic attendance areas and derive a report of future projected enrollment within the defined scenario area
Spatial Query Tools	
Report Generator	Full access to all of the unique DecisionInsite efficiency calculators
Measurement Tools	
Walking Distance Polygons	Full access to all of the community demographic variables that are integrated into the system along with all of the predefined, colorful reports—QuickInsite, FullInsite, ExecutiveInsite, SchoolInsite and Neighbor Center
Quick Presentation Graphs and Tables	
Easy PowerPoint Presentation Creation	
Alternative Google Base Maps	MySchoolLocator – Parent assigned school lookup

Optional Residential Development Research

The option of Residential Development Research for integration into the enrollment forecasts is available upon request. Inclusion would include location mapping of expected projects, and full reporting on all proposed residential development projects phased over time.

Not all School Districts are impacted by new housing development. For clients who have been or may be impacted and request this service, DecisionInsite will contact government agencies and developers on behalf of the District to gather the data required to quantify the potential impact of new housing.

This work is completed on a “not-to-exceed” basis and the estimated fee for this service is listed separately below. Any data provided to DecisionInsite by the District will reduce the work required.

SCHEDULE B: ADDITIONAL SERVICES AND RATES

Optional Services and Consulting Rates

Clients have the option to contract with DECISIONINSITE for additional services. For reference a description of the services available and the corresponding rates are listed below. If the DISTRICT should choose to request any of the services listed below or any other service not listed, DECISIONINSITE will provide the DISTRICT an estimate in writing prior to commencing any work.

Consulting

1. Residential Housing Development Research: (If not already contracted for this service) For districts impacted by housing development, we offer additional research services. Many districts have internal staff that collect and monitor this information. But for those that do not, we offer this as an enhancement to the core service. Having an accurate picture of housing development is critical to good enrollment projections.

2. Boundary Configuration Consulting: While generating multiple attendance boundary reconfigurations is easy with the DI System, some districts prefer to contract for outside consulting services to assist in the generation of multiple scenarios and/or participate in or lead community reconfiguration committee processes. DecisionInsite’s professional and experienced team is well qualified to provide these additional services. Fees are assessed on an hourly basis and not-to-exceed amount is set in consultation with the client.

3. Student Generation Rate Studies: Student generation rates will determine how many students are expected out of new housing. Some districts have these already (by housing product type and grade level). For those that do not, we can either use our standard default rates or as an enhancement, DecisionInsite can generate custom student generation rates based upon product type that is anticipated and the current generation of students by similar product type.

4. School Capacity Studies: A School Capacity Study by DecisionInsite generates multiple scenarios that consider alternative impacts of changes in underlying variables such as special use classrooms, class size by grade level, half-day or extended day Kindergarten, number of relocatable classrooms, projected enrollment, spaces for teacher prep time, etc.

5. Public Presentations of Findings: If requested by the District, DecisionInsite will make staff available to review the work completed on behalf of the District.

Custom GIS Services

DecisionInsite can easily add and integrate several custom data and analysis tools to a district's base system. These include:

1. Existing Map Layer Changes: As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. Generally, this is sufficient since changes mid-year seldom occur and policy changes on attendance areas seldom happen more often. If such should be required outside the normal cycle of client updating, it would be considered custom GIS work and the district would be billed according to the hourly rate for GIS Technical Services.

2. Custom Map Layers: DISTRICT'S may request the creation of additional Map layers for analysis, print or PowerPoint presentations. Possibilities include:

- Special Assessment Districts
- School or municipal planning areas
- Natural or manmade hazard features such as flood zones, pipelines, or other features which require safety buffer zones
- Board Trustee Areas
- District study areas
- Other custom features

DecisionInsite can add these custom map layers to any existing district study. These layers can be activated or deactivated just like school attendance boundaries. Additionally, most custom layers can be queried for enrollment, ethnicity and census updates and projections.

Custom map layers are billed at the GIS Technical Services hourly rate. Upon request, DecisionInsite will provide the district with a project scope proposal based upon the assessed complexity of the project.

3. Custom Plotting of People (other than students) or Places (other than schools).

Consulting and GIS Rates

Consulting is billed according to DecisionInsite consulting rates as outlined below. In all cases, DecisionInsite provides the district with “a not to exceed” amount. Some contracts have development impact written in from the beginning. For others, these services may be appended to the original contract. All billing is based upon the rates in the following table.

Consultant Billable Rates	Per Hour
Senior Consultant	\$250.00
Consultant	\$175.00
Residential Development Research	\$150.00
GIS Technical Services	\$95.00

Expenses

Expenses are invoiced for actual travel, lodging and materials. For locations beyond one hour of travel time charge is included.

Generation of Additional Enrollment Projections

DISTRICTS may request additional projection scenarios beyond the standard two (2) per year. DecisionInsite can generate additional projections according to the following fee schedule.

Per additional enrollment projection scenario	Ranges	
	Min	Max
Web posting only, no report	\$1000	\$2,500
Web posting plus Final report	\$1,500	\$3,000

SCHEDULE C: WEB ACCESS POLICIES

Access to DecisionInsight's secure web server is at the center of the services provided to DISTRICT. Therefore, the following policies should be followed.

Only authorized persons employed by or representing the school district may be granted access. Granting access to any other party is a violation of this AGREEMENT.

No person granted access rights may access and use any part of the site except in the conduct of school district business. Use of any information on other than for district business is a violation of this AGREEMENT.

The Client Access area on the DecisionInsight web site is password protected. Access will be granted according to those granted access by the District administrative user. These can be set up via the District Admin user interface.

There is no limit on the number of users granted to a district. However, only the district may authorize users and DecisionInsight will only add users upon the formal request of the authorized agent of the district. Unless otherwise stipulated, the authorized agent is the person signing the Agreement.



MySchoolLOCATOR will be accessible from the DecisionInsight web site. A link can be set up on the DISTRICT'S own web site as soon as the DISTRICT'S web studies are available. SchoolLOCATOR will remain active as long as the District remains an active client.

SCHEDULE D: PRIVACY POLICY



PRIVACY POLICY

Definition of Personal Information

Personal information is defined as any data relating to an identified or identifiable individual.

Definition of Aggregated Data

In the context of this privacy policy, aggregated data is defined as data which is derived from client uploads which has been compiled, organized and utilized by DecisionInsite to complete our contractual obligations. Aggregated data does not contain personal information. Examples of aggregated data include enrollment projections, grade level student counts or historical enrollment figures.

Statement of Privacy Principles

In handling client, student and employee personal information, we abide by the following principles:

- 1. We will limit the information we collect to that which is necessary to conduct business and work with clients to ensure compliance with Federal and State laws governing student data privacy.**
 - DecisionInsite collects business contact and student information in compliance with applicable laws and ethical business practices, in order to provide products and services, to conduct business, and to administer the StudentView web application.
 - As an organization conducting certain studies for or on behalf of a District, DecisionInsite will comply with all applicable elements of the *Federal Educational Rights and Privacy Act (FERPA)* and cooperate with the client to ensure District compliance.
 - We collect usernames and passwords from our clients for use in the login portion of the DecisionInsite web site.

- The business contact information we collect is an individual’s name, title, business address, email address or telephone number, and any other information our clients voluntarily provide us.
 - The primary information collected from the student record includes the student identification number, home address, grade in school, dates of first enrollment in the district and in the school, and ethnicity. Client may also choose to provide us with additional student “attributes” if deemed necessary. Student names are not a necessary part of the record we collect; however, when provided, we use them to help identify and delete duplicate records and to enable user student list generation.
2. **We promise to use only legal, ethical and professionally accepted practices in collecting data.**
- We will deliberately limit our use of the data we collect
 - DecisionInsite shall not use or disclose business contact or student information for purposes other than those for which it was collected, except with the consent of the Person or as required by law.
 - We collect student information only for statistical and aggregate querying purposes, the results of which cannot be associated with a specific person.
 - At no time shall DecisionInsite divulge any data about particular students or families to which it has access neither during the production of the product nor subsequent to the final creation of the deliverable product.
 - We will not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains.
 - DecisionInsite may from time to time use a person’s business contact information to contact the person about changes, enhancements or similar notices related to DecisionInsite products and services.
3. **We will apply stringent procedural and technological security safeguards**
- DecisionInsite will protect personal information with physical, electronic and procedural safeguards that are appropriate to the sensitivity of the information, in order to protect it from unauthorized access, release or use.
 - Only DecisionInsite employees who need to know in order to provide products or services to you, or whose duties reasonably so require, are granted access to personal information about individuals.
 - DecisionInsite makes very limited use of “cookies.” Cookies are files or file entries placed on your computer’s hard drive by a website, that allow monitoring of your use of the site. We use cookies only to store a unique session ID so that we can keep each user’s session separate from other users.
 - If there is an unauthorized disclosure of either personal student information or District business contact information, DecisionInsite will notify the client, in writing within 24 hours.
 - **Retention of Data:** DecisionInsite will retain personally identifiable data during the time DecisionInsite is providing services to the District and securely store the aggregated data (data not associated with a person) for a period of 5 years after

the expiration of the agreement. After 5 years DecisionInsight will delete all client data in a manner consistent with industry best practices.

4. We will carefully limit data that may be shared with other vendors or agencies

- Either while under contract by a School District or after the completion of our work for a School District, DecisionInsight does not and will not sell, rent, or otherwise provide personal information to any third party.
- DecisionInsight contracts with Amazon Web Services (AWS) for data storage and processing facilities to assist us in administering our web application or providing our products and services. AWS data centers are staffed 24/7 by trained security personnel.
 1. We may transfer personal information to vendors who have entered into a contract with DecisionInsight in ways that protects the confidentiality of your information and permits the vendor to use it only as reasonably necessary to fulfill its contract with DecisionInsight.
 2. From time to time School Districts direct DecisionInsight to provide data to District consultants who are working on behalf of the District. These requests must be provided to DecisionInsight in writing by authorized District personnel. DecisionInsight will only provide outside District consultants with aggregated data which cannot be associated with a specific person.
- DecisionInsight may disclose personal information as it believes is reasonably necessary to comply with law, regulation or other governmental authority or to prevent harm to you or others.
- DecisionInsight may disclose personal information upon a transfer or sale to another entity of all or substantially all of DecisionInsight's assets or stock in DecisionInsight's line of business to which this Privacy Policy relates.

5. Protecting Privacy, a shared responsibility

- DecisionInsight's StudentView platform is designed to be used by authorized District administrators only. System access should not be granted to individuals not employed by the District or not authorized to access personal information.
- DecisionInsight provides designated District personnel with administrative user rights which allow the client to grant or restrict access. It is the client's responsibility to verify the credentials of the person to whom they are granting access.
- The StudentView system provides a level of access in which personal information is not accessible. We recommend that the number of users with access to personal information be limited.
- If a client should need any assistance with system administration we strongly recommend that the client contact us for additional training.
- Clients should not send personal information to DecisionInsight for upload via email. A secure upload interface is provided for this purpose.

6. DecisionInsight employees and contractors

- All DecisionInsite employees and contractors are required to execute a Confidentiality Agreement, in which they agree to abide by the principles laid out in this document.

7. We will be open concerning our policies and practices

- DecisionInsite will respond to questions about our Privacy Principles, policies and procedures, and will address privacy complaints about possible privacy violations.
- Parents, legal guardians or students who wish to view or correct personally identifiable information should submit a request in writing to an administrator designated by the District. This request should be then submitted to DecisionInsite. Upon receipt of this request, DecisionInsite will take the appropriate action and respond via District personnel.
- We will provide clients and employees with easily understood information about our policies regarding the collection, use, and disclosure of personal information.
- DecisionInsite reserves the right to change this privacy policy, and will post any revisions on our web site.



OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/20/18

- 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 1st Reading _____ 2nd Reading _____

**Approval of Agreement/MOU #18-24 - Ventura County Office of Education
(Freeman/Batista)**

This agreement with the Ventura County Office of Education, Migrant Education Program, Region 17 (VCOE), is to provide Identification and Recruitment services for the Oxnard School District. VCOE will provide services to Migrant students by hosting Saturday school and intervention programs after school hours during the period of July 1, 2018 through June 30, 2019.

FISCAL IMPACT:

Not to exceed \$60,000.00 – Program costs to be reimbursed by VCOE

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #18-24 with the Ventura County Office of Education, Migrant Education Program, Region 17.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-24, Ventura County Office of Education (3 Pages)



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

OSD AGREEMENT #18-24

MEMORANDUM OF UNDERSTANDING

Between

**Region 17, Migrant Education Program
Ventura County Office of Education**

And

**Oxnard Elementary School District
1051 South 'A' St, Oxnard, California 93030**

This is an agreement to provide supplementary educational services for the Oxnard Elementary School District. This agreement is between the Ventura County Office of Education, Migrant Education Program, Region 17, hereinafter referred to as the Region and the Oxnard Elementary School District, hereinafter referred to as the District.

The period covered by this agreement shall be from July 1, 2018 to June 30, 2019 inclusive.

The Region agrees to:

- 1.0 Reimburse the District upon receipt of an invoice for any and all supplementary services provided to eligible migrant students and/or eligible migrant parents/guardians eligible to receive services as previously agreed and approved by the Region.
- 2.0 Verify eligibility of students and parents by an official State approved Certificate of Eligibility and/or a regional computer printout.
- 3.0 Provide any and all necessary training for the District staff, classified and/or certificated, working directly or indirectly with eligible migrant students.
- 4.0 Provide a qualified Recruiter to identify and recruit any and all potential migrant students and/or parents.
- 5.0 Provide and maintain an official Migrant Education Program lap computer for use in the identification and recruitment services, when necessary.
- 6.0 Provide supervision and evaluation of the Recruiter in the performance of his/her duties.
- 7.0 Provide any necessary and relevant office supplies, materials, forms, and documents in the provision of the Migrant Education Program supplementary services.
- 8.0 Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary and providing there are sufficient funds.

- 9.0 Provide educational supplementary services to eligible migrant students in the areas of language arts, math, science, music, art, and any other relevant cultural, social, and educational activities provided in the State Core Standards, within the funds available and provided by the Region.
- 10.0 Provide supplementary educational services to Priority For Service and At-Risk Migrant Students Far Below Basic and Below Basic before serving Basic and Above migrant students.

The District agrees to:

- 1.0 Submit a monthly invoice with appropriate supportive documentation to the Region for reimbursement for any and all supplementary service costs provided to eligible migrant students and eligible migrant parents previously agreed and approved by the Region and the District jointly in writing.
- 2.0 Provide appropriate office space with desk, chair, phone, file cabinet, and any other relevant furniture and/or equipment relevant and necessary for the Recruiter to perform his/her duties.

TERMINATION:

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

REVISION/AMENDMENT:

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

IDEMNIFICATION/HOLD HARMLESS:

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

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

Oxnard Elementary School District
1051 South 'A' St.
Oxnard, California 93030

Ventura County Office of Education
5189 Verdugo Way
Camarillo, California 93012

By: _____
Signature Superintendent or Designee

By: _____
Signature Superintendent or Designee

Lisa A. Franz
Print Name
Director, Purchasing
Print Title

Dr. Roger Rice
Print Name
Deputy Superintendent
Print Title

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement #18-28 – American Logistics Company, LLC (Penanhoat/Briscoe)

Upon request by the Oxnard School District, American Logistics Company, LLC will from time to time supplement the districts' transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students to and from school.

FISCAL IMPACT:

Not to exceed \$150,000.00 (\$65.00 per hour) – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Transportation, that the Board of Trustees approve Agreement #18-28 with American Logistics Company, LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #18-28, American Logistics Company, LLC (13 Pages)
Certificate of Insurance (1 Page)

OSD AGREEMENT #18-28

AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT (“Agreement”) is entered into as of July 01, 2018 between American Logistics Company, LLC (“Contractor”) and Oxnard School District (the “District”), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor’s coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the “Services.”

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor’s agreement with **National Intergovernmental Purchasing Alliance (IPA), Contract No. R141501**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

2. Term

The initial term of this Agreement shall commence on July 01, 2018 and end on June 30, 2019. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid

therefore within thirty (30) days after the District's receipt of Contractor's invoice for the provision of the Services for the relevant week. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

4. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

5. Contractor Personnel and Independent Contractor Drivers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may contract with independent contractor drivers who will provide actual transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will contract with independent contractor drivers that have obtained the necessary training and are properly licensed to perform the Services.

6. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

7. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or independent contractor driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

8. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by independent contractor drivers, Contractor shall require each Contractor personnel or independent contractor driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, Contractor will maintain a copy of said verifications.

9. Drug and Alcohol Testing

Contractor only contracts with transportation providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

10. Assignment of Contractor's Rights

Except as it relates to the entering into of contacts with independent contractor drivers for the purpose of those independent contractors providing transportation services, Contractor shall have no right to assign its rights or obligations under this Agreement.

11. Indemnity of the District

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by the independent contractor drivers pursuant to this agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

12. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this

Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

13. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other person who has performed services for Contractor at any time during the term of this Agreement.

14. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District: Lisa Franz, Director of Purchasing
Oxnard School District
1051 S. A Street
Oxnard, CA 93030
Phone: 805-385-1501
Email: lfranz@oxnardsd.org

To Contractor: Craig Puckett, Chief Executive Officer
American Logistics Company, LLC
905 Calle Amanecer, Ste. 360
P: 866.999.3371; Fax: 844.245.0299
Email: CPuckett@ALCSolutions.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

15. Entire Agreement

This Agreement, and Attachments 1-7 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

16. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

17. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

19. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

20. Counterparts

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

DISTRICT

By: Lisa A. Franz

Title: Director, Purchasing

Signed: _____

Date: _____

CONTRACTOR

By: Craig Puckett

Title: Chief Executive Officer

Signed: _____

Date: _____

ATTACHMENT 1 - Fees for service

The Contractor will charge the District a **\$65 per trip fee** (this includes the first 12 miles) regardless of the number of students being transported (from 1 – 6* students, inclusive. Vehicle capacity is determined by student requirements and vehicle availability). An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$65.00
Per Mile Fee (after the first 12 miles)	\$2.50
Additional Fees ** (as needed/requested):	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at School A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at School A
 - Student 2 dropped off at School B
- School to Home:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at Home A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at Home A
 - Student 2 dropped off at Home B

The total number of trips a district is charged for is arrived at by adding together each one-way trip. The district will only be charged for miles incurred while a student or Monitor is onboard

the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the district to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the district to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee:** Only incurred when the district requests that the Contractor provide a student Monitor for the trip. School districts usually provide the student's Monitor. When the district provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

1. **Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. **Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

3. Invoicing

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24 hour notice to remove a student from the route.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Possible District Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the district):

1. Single Rider Trips

- a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
 - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
- b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the district will not be billed for the afternoon trip.

2. Multiple Rider Trips

- a. The afternoon trip always remains scheduled.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the district will be charged the normal trip rate.

ATTACHMENT 3 – Multi-District Billing: An Explanation

Should The District choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation?

Proration of Trip Fees – ALC’s Three Step Process

1. Stand Alone District Trips:

Each districts’ students are routed as stand-alone trips, district specific pricing is applied.

a. Example:

- i. District A has two students who routed together cost the district \$65 (Trip 1)
- ii. District B has a single student whose trip would cost the district \$80 (Trip 2)

2. Multi-District Trips

All of the students from the participating districts, as identified above, are combined into the most cost effective trips, yielding new “Multi-district trips” and subsequent trip costs.

a. Example (cont.):

- i. When all three students are routed together, the total trip cost is \$95

3. Proration of Costs for Multi-District Trips

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs (found in step 1) as compared to the multi-district trip costs (found in step 2).

Example (cont.):

- **Blended Cost of Multi-District Trip = \$95**
 - Stand Alone Cost of Trip for District A = \$65
 - Stand Alone Cost of Trip for District B = \$80
 - i. District A’s Percent Responsibility = $\text{Trip A}/(\text{Trip A} + \text{Trip B})$
 1. $\$65/(\$65 + \$80)$
 - a. $\$65/\$145 = 44.83\%$
 2. $44.83\% \times \$95 = \42.59
 3. **District A’s Prorated Cost = \$42.59**
 - a. District A’s Savings = \$22.41
 - ii. District B’s Percent Responsibility = $\text{Trip B}/(\text{Trip A} + \text{Trip B})$
 1. $\$80/(\$65 + \$80)$

- a. $\$80/\$145 = 55.17\%$
- 2. $55.17\% \times \$95 = \52.41
- 3. District B's Cost = \$52.41**
 - a. District B Savings = \$27.59

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each district invoice as if the student had boarded the vehicle on schedule even if district notifies ALC with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24 hour notice is required to permanently remove a student from a route.

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

(Please complete this form and return as soon as possible)

To whom should contract notices be sent?

Name & Title: Lisa A. Franz, Director, Purchasing

Address: 1051 South A Street

City: Oxnard State: CA Zip: 93030

Email: lfranz@oxnardsd.org Fax: 805-240-7582

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: Teresa Barron, Accountant/Internal Auditor

Email: tbarron@oxnardsd.org

Phone: 805—385-1501, Ext. 2457 Fax: 805-483-7226

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: Transportation Staff

Email: transportation@oxnardsd.org

Phone: 805-385-1519 Fax: 805-486-2494

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: Transportation Staff Emergencies Accidents Behavior

Email: transportation@oxnardsd.org

Phone: 805-385-1519 Fax: 805-486-2494

Who should we email the No-Show Report to each morning?

Name & Title: Transportation Staff

Email: transportation@oxnardsd.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2017

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).

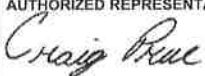
PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED AMERLOG-01 American Logistics Company 901 Amanecer, Suite Suite 260 San Clemente CA 92673	INSURER A : Westchester Surplus Lines Insurance 10172	
	INSURER B : Chubb Custom Insurance Company 38989	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER: 44504704** **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		G4683155A001	11/1/2017	11/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		79965268	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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 \$

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

CERTIFICATE HOLDER Oxnard School District Tony Briscoe, Director 516 W. Wooley Road Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 20, 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
 - X Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Approval of Agreement #18-31 with School Services of California – Facilitation Services (Penanhoat)

The Administration is proposing to engage School Services of California, Inc. to provide facilitation services relative to supplemental and concentration grant funding. These services will assist district staff by providing a deeper understanding of the district’s obligations and requirements under the Local Control Accountability Plan (LCAP). This will in turn improve managerial decision-making capabilities in budgeting and expending these financial resources.

Agreement #18-31 is presented herewith for the Board’s consideration.

FISCAL IMPACT

Not to exceed \$6,500.00, to be paid from the General Fund.

Term: July 1, 2018 – January 31, 2019

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-31 as presented.

ADDITIONAL MATERIAL

Attached: Agreement #18-31 (2 pages)

OSD AGREEMENT #18-31

Client # 17550/S65T

P.O.# _____

AGREEMENT FOR SPECIAL SERVICES
Consulting Services

This is an Agreement between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as “Client,” and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as “Consultant,” entered into as of July 1, 2018.

RECITALS

WHEREAS, the Client needs assistance regarding facilitation services related to supplemental and concentration grant funds; and

WHEREAS, Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to assist the Client with facilitation services related to supplemental and concentration grant funds.
2. The Client agrees to pay the Consultant the amount of \$310 per hour, plus expenses, not to exceed \$6,500, upon receipt of billing from Consultant.
 - a. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site.
 - b. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
3. This Agreement shall be for the period commencing July 1, 2018, and terminating January 31, 2019. It may be terminated at any time prior to January 31, 2019, by either party on thirty (30) days’ written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.

4. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____ DATE: _____
JANET PENANHOAT
Assistant Superintendent, Business & Fiscal Services
Oxnard School District

BY: _____ DATE: _____
SHEILA G. VICKERS
Vice President
School Services of California, Inc.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 6/20/18

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

Approval of Agreement #18-30 – The Bodine Group (Vaca)

The Bodine Group will provide facilitation services for collective bargaining for OSSA and CSEA using the Interest Based Problem Solving approach, and provide Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members.

Term of Agreement: July 1, 2018 through June 30, 2019

FISCAL IMPACT:

Not to exceed \$25,000.00 **plus** reimbursement of actual expenses – Certificated Personnel Negotiations Funds

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #18-30 with The Bodine Group, in the amount not to exceed \$25,000.00, **plus** reimbursement of actual expenses.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-30, The Bodine Group (13 Pages)
Proposal (3 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-30

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of June, 2018 by and between the Oxnard School District (“District”) and The Bodine Group (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

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 July 1, 2018 through June 30, 2019 (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 Twenty-Five Thousand Dollars (\$25,000.00), **plus** reimbursement for actual expenses, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Jesus Vaca
Phone: (805) 385.1501 x2051
Fax: (805) 486.3408

To Consultant: Joanne Bodine/The Bodine Group
10091 Red Tail Hawk Way
Sacramento, CA 95829
Phone: (510) 305.3273
Fax: _____

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

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

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

26. **Administration.** DR. JESUS VACA 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

THE BODINE GROUP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-30

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-30

SERVICES

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

Provide facilitation services for collective bargaining for OSSA and CSEA using the Interest-Based Problem Solving approach, and Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members.

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-30

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-30

COMPENSATION

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

Total compensation Not to Exceed \$25,000.00, **plus** reimbursement for actual expenses.

II. Consultant may not utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly 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 \$25,000.00, plus reimbursement for actual expenses, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-30

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-30

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-30

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 #18-30

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-30

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

The Bodine Group OXNARD PROPOSAL

DATE: April 10, 2018

TO: Oxnard School District
Dr. Jesus Vaca – Assistant Superintendent

FROM: Bridgette Bodine
Joanne Bodine
Neil Bodine

THE BODINE GROUP

INTEREST-BASED BARGAINING & PROBLEM SOLVING TRAINING

Services:

Two day interest-based training in an interest-focused process used to solve problems collaboratively in group or individual settings. The curriculum within this training has been handcrafted to meet the specific needs of the Oxnard School District. Interactive discovery-based training modalities best suited to the learning needs of participants will be the foundation of the training.

Training Outcomes:

- Development of interest-focused problem solving and negotiation skills by participants.
- Improvement of Management and Employee teamwork and collaborative behavior.
- Beginnings of a relationships based on trust and mutual respect.

- Creation of a common set of behavioral norms
- Improvement in the overall effectiveness of working relationships.
- Introduction of a simple process for resolving conflicts effectively.
- Enhancement of communication skills, with particular emphasis on inquiry, advocacy and listening.

Attendees:

Up to forty trainees who are OSSA and/or CSEA Negotiation Team Members, District Administrators or District Leaders. Participants will be chosen by the District. Additional

Trainers:

Two Trainers from the Bodine Group will conduct the training. They have worked extensively with the District and are familiar with the cultural and structural dynamics within the District

Cost:

Flat rate of \$1,250.00 per training day for each Trainer plus travel and lodging expenses invoiced at cost.

An additional charge of \$25 per participant for training workbooks and material will be charged.

Site:

Arrangements for training space and cost for same will be assumed by the District. The training environment must include an LCD Projector, screen and DVD Player.

Possible dates:

To be negotiated.

ONGOING FACILITATION PROPOSAL

SERVICES: Third party neutral facilitation of collective bargaining negotiation sessions between the Oxnard Elementary School District and OSSA and CSEA collective bargaining teams to assist with renewal of their individual collective bargaining agreements using the IBB process.

FEES¹: \$1,100 per day

FEDERAL ID: #: 47-0954484

EXPENSE LEVELS:

Mileage:	\$.545/mile
Lodging	Actual Cost ²
Meals	Actual Cost ³
Car Rental	Actual Cost ⁴
Air Travel	Actual Cost

¹ Preparation time included

² Receipts accompany invoices

³ Receipts accompany invoices

⁴ Receipts accompany invoices



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2018

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

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

PRODUCER CS&S/ABD INS & FINANCIAL SERVICE INC PO BOX 958489 LAKE MARY, FL 32746-8989 Phone - 877-724-2669 Fax - 877-763-5122	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Valley Forge Insurance Company		20508
INSURED THE BODINE GROUP 15320 WOLF RIDGE CT GRASS VALLEY, CA 95949	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	6012165284	05/15/2018	05/15/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6012165284	05/15/2018	05/15/2019	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 DED RETENTION \$						OCCUR	\$
							CLAIMS-MADE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate Holder is added as an additional insured as provided in the blanket additional insured endorsement as pertains to work being performed by named insured under contract.

CERTIFICATE HOLDER

Oxnard School District
 1051 South A Street
 Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ryan M. Connaughey

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-I: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
 X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Request for Approval of Renewal Agreement #18-17 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets (Penanhoat)

Since December 2009, Oxnard School District has contracted with Zixta Enterprises, Inc. for Vallarta Supermarket's use of the Educational Service Center (ESC) front parking lot.

Renewal Agreement #18-17 for the 2018-19 fiscal year is presented herewith for the Board's consideration. The proposed agreement provides for thirty-one (31) regular and three (3) handicapped-accessible parking spaces designated for the District's exclusive use during its hours of operation (M-F 7:00 am-5:00 pm), and all day on dates the District holds Board meetings or other special events. There is no change from last year's fee.

FISCAL IMPACT

Under the terms of Agreement #18-17, Vallarta agrees to pay the District a fixed yearly fee of \$24,000.00 in quarterly installments for their use of the ESC front parking lot for the period of July 1, 2018 through June 30, 2019.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #18-17 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, as outlined above.

ADDITIONAL MATERIAL

Attached: Agreement #18-17 (6 pages)

OSD # 18-17
LICENSE AGREEMENT

The Oxnard School District ("District") and Zixta Enterprises, Inc., doing business as Vallarta Supermarkets ("Vallarta"), hereby enter into this license agreement under the following terms and conditions (the "Agreement"):

1. The District grants to Vallarta a license for the non-exclusive use by Vallarta's customers, employees and any and all other persons conducting business with Vallarta for overflow parking purposes (the "Permitted Use"), of the District's front parking lot at the District's administrative offices on 1051 South A Street in Oxnard, California (located at the corner of South "A" Street and West Wooley Road, as depicted on Exhibit A, attached hereto and incorporated herein by this reference, the "Lot"). This license, which confers no easement or other legal interest in the Lot or in any other District property upon Vallarta, is subject to the following conditions:

- a. The Permitted Use of the Lot is limited to the hours of operation of the Vallarta Supermarket at 1050 South A Street, Oxnard, California ("Vallarta #21"), being Monday through Sunday from 7am to 11pm (the "Operating Hours"), plus the 15 minutes preceding and following the Operating Hours.
- b. Vallarta shall remove any trash, shopping carts, other materials or debris resulting from the Permitted Use of the Lot at least once per hour during Operating Hours.
- c. The Permitted Use of the Lot is for overflow parking only and the parking lot located at Vallarta #21 must be used first when space is available in said parking lot.
- d. Vallarta shall advise its customers that they may not park in spaces designated by the District as reserved or for use by specified persons. The District retains discretion to designate 31 regular parking spaces and 3 handicapped-accessible parking spaces. The District agrees to reasonably notify Vallarta of such designations or changes thereto. In May of 2011, the parties inspected the parking lot together and agree that the designated spaces are as shown on **Exhibit A** hereto and as follows:
 - i. All the parking spaces located between the two entrances to the parking lot from "A" street will be reserved for District use only during District hours of operation (M-F 7:00am-5:00pm) and all day on dates when the Board of Trustees holds meetings or other special events require it. A copy of the current schedule of the board meetings has been provided to Vallarta and will be updated and supplemented by the District as needed to accommodate special board meetings or other District activities.
 - ii. A swing arm gate was installed by the District during the Summer of 2011 to clearly separate the designated spaces, which are reserved for District use only during District hours of operation, from the rest of the parking lot. The location

of the swing arm gate will prevent traffic entering through the South ramp from turning into the area where the designated spaces are located, which area is highlighted on the attached Exhibit A. Since traffic entering on the North ramp will be directed South, the parties agree that no fence or gate will be installed, but signs will be posted. Vallarta's security personnel shall be responsible for monitoring the District's designated parking spaces to ensure that said spaces remain available for use by those doing business with the District, and not used by those doing business with Vallarta.

2. The term of the Agreement shall be from July 1, 2018 to and including June 30, 2019 (the "Term"); provided that the Agreement may be terminated earlier as set forth below.

3. In consideration for the License herein granted, Vallarta shall pay the District the amount of \$24,000.00 (the "License Fee") during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$6,000 each, due on July 1, 2018, October 1, 2018, January 1, 2019, and April 1, 2019. Vallarta shall also do the following:

- a. Procure and maintain insurance for bodily injury and property damage (including for damage to vehicles and for vandalism), with an insurer rated no lower than A- in A.M. Best's Financial Strength Ratings, or otherwise satisfactory to the Superintendent or Risk Manager of the District (as evidenced via a written certificate), of at least \$10 million per occurrence and \$10 million aggregate. The insurance policy shall include an endorsement listing the District, the members of its Board of Education, and the officers and employees of the District as additional primary insureds and shall state that the District and its Board members, officers, and employees shall not be responsible for paying any premiums on the policy or paying any deductibles or contribution as a condition of coverage.
- b. The policy and endorsement shall also provide for a minimum of 30 calendar days' notice to the District prior to cancellation of the policy. Vallarta shall bear the expense of procuring the coverage and endorsement.
- c. Upon commencement of the Term hereof, Vallarta shall provide a Certificate of Insurance to the District demonstrating compliance with this Paragraph.
- d. At any time during the Term the District may notify Vallarta that it must provide a then current Certificate of Insurance demonstrating compliance with this Paragraph. Vallarta shall provide a certificate within five (5) working days of receiving such notice.

4. Vallarta shall hold harmless, defend, and indemnify the District and the District's Board members, officers, and employees from and against any liability, claims, damages, or legal action, and any fees, expenses, or costs arising therefrom, from the negligent or intentional misconduct in and on the Lot by Vallarta's officers, employees, customers or any and all persons conducting business with Vallarta. The District shall notify Vallarta

of any claims or legal action covered by this Paragraph within 20 business days of receiving the same, but the District's failure to timely notify Vallarta shall not relieve Vallarta of its obligations under this Paragraph unless the District's delay actually makes it impossible for Vallarta to meet such obligations.

5. If the District believes that Vallarta is failing to meet its obligations under this Agreement, the District shall notify Vallarta in writing of the events and/or conditions that it believes constitutes such failure. Vallarta shall immediately correct the deficiencies identified by the District. If Vallarta fails to immediately correct these deficiencies, the District may declare Vallarta in default and immediately terminate this Agreement. However, termination of the Agreement pursuant to this Paragraph shall not relieve Vallarta from completing its obligations under Paragraph 4 of this Agreement.

6. This Agreement, being in nature a license, may be terminated by either party at any time, without cause, upon forty-five (45) days notice to the other party; provided, however, that Vallarta's obligations under Paragraph 4, above, shall survive the termination of this Agreement.

7. This Agreement may only be amended in a written instrument signed by authorized representatives of the District and Vallarta that has been approved by the District's Governing Board.

8. Vallarta may not assign its rights or obligations under this Agreement without the prior written approval of the District.

9. Vallarta, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. Vallarta further acknowledges and agrees that the District is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of the District hereunder are subject to all applicable federal, state and local rules.

10. In connection with this Agreement, the District has determined that the use contemplated herein will not interfere with any District educational activity or otherwise jeopardize the education or safety of District students. The District has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood and may actually benefit the neighborhood by lessening the use of sidewalks or other areas by Vallarta customers.

11. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

12. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

13. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of

any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

14. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To the District:

Superintendent
1051 South A Street
Oxnard, California 93030

To Vallarta:

Mr. Adolfo Molina
Vice President of Finance
10147 No. San Fernando Road
Pacoima, California 91331

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE FOLLOWS]

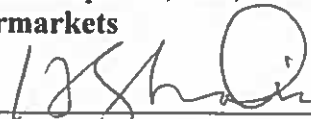
15. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

Oxnard School District

Zixta Enterprises, Inc., dba Vallarta Supermarkets

By: _____
Name: Janet Penanhoat
Title: Assistant Superintendent

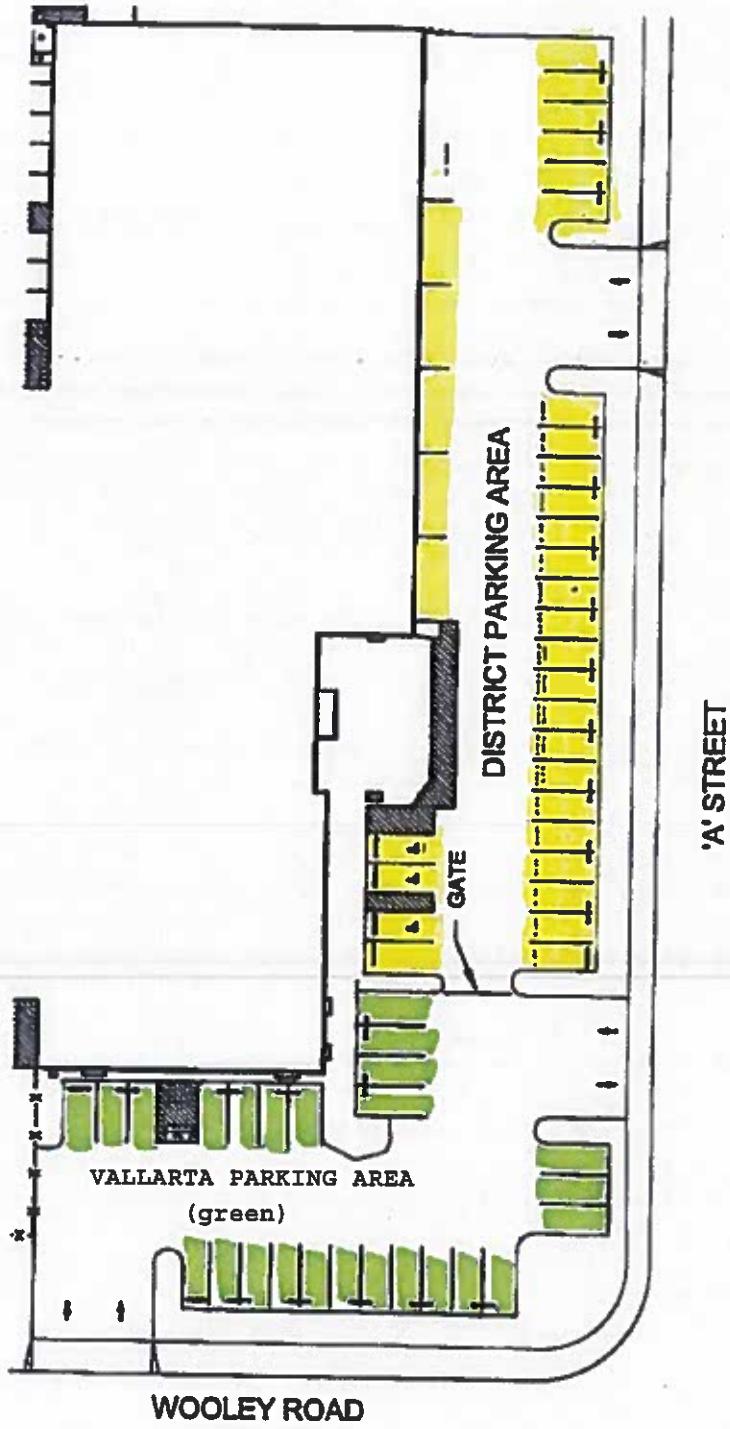
By:  _____
Name: Adolfo Molina
Title: VP of Finance

Date: _____

Date: June 1, 2018

Exhibit A

EDUCATIONAL SERVICE CENTER
FRONT PARKING AREA



OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/20/18

- | | | | |
|-------|-----------------------|-------------------------------------|---|
| | Study Session: | _____ | |
| | Closed Session | _____ | |
| A-1. | Preliminary | _____ | |
| A-II. | Reports | _____ | |
| B. | Hearings | _____ | |
| C. | Consent Agenda | _____ | Agreement Category: |
| | | | <input checked="" type="checkbox"/> Academic |
| | | | <input type="checkbox"/> Enrichment |
| | | | <input type="checkbox"/> Special Education |
| | | | <input type="checkbox"/> Support Services |
| | | | <input type="checkbox"/> Personnel |
| | | | <input type="checkbox"/> Legal |
| | | | <input type="checkbox"/> Facilities |
| D. | Action Items | _____ | |
| F. | Board Policies | 1st Reading _____ | 2nd Reading _____ |

Approval of Amendment #1 to Agreement #16-229 – Center for Teaching for Biliteracy (Freeman/DeGenna)

At the Board meeting of February 16, 2017, the Board of Trustees ratified Agreement #16-229 with Center for Teaching for Biliteracy, LLC, to provide professional development in Dual Language to District Administration, Teachers and staff during the 2017-2018 school year, in the amount of \$81,500.00.

Amendment #1 in the amount of \$11,400.00 corrects an error made when the original agreement was presented to the Board of Trustees. After review it was found that this amount had been inadvertently omitted from the agreement total when first submitted for approval. This now brings the total agreement amount to \$92,900.00.

FISCAL IMPACT:

Not to exceed \$11,400.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #16-229 with the Center for Teaching for Biliteracy, LLC.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
Agreement #16-229, Center for Teaching for Biliteracy, LLC (3 Pages)

**Amendment #1 to Agreement #16-229 with
Center for Teaching for Biliteracy, LLC**

June 20, 2018

At the Board meeting of February 16, 2017, the Board of Trustees ratified Agreement #16-229 with Center for Teaching for Biliteracy, LLC, to provide professional development in Dual Language to District Administration, Teachers and staff during the 2017-2018 school year, in the amount of \$81,500.00.

Amendment #1 in the amount of \$11,400.00 corrects an error made when the original agreement was presented to the Board of Trustees. After review it was found that this amount had been inadvertently omitted from the agreement total when first submitted for approval. This now brings the total agreement amount to \$92,900.00.

CENTER FOR TEACHING FOR BILITERACY, LLC:

By: _____
Karen Beeman, Manager

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



Agreement

The Center for Teaching for Biliteracy (hereinafter referred to as the Contractor) and Oxnard Public Schools (hereinafter referred to as the "District") desire to enter in this Agreement subject to the following terms and conditions:

- 1. Scope of Services: and 2. Consultant fee and expenses:

Dual Language Professional Development Plan

Year 1

Description	Audience	Dates	Fees
3 Day Summer Institute: Teaching For Biliteracy	Teachers TOSAs Principals Director	TBD – Summer 2017 June 20, 21 and 22	3 Consultants Total: \$26,600
Teaching for Biliteracy: Leadership Considerations	District Administration Principals	*April 18 or 19 plus one day of visits in schools, April 19 or 20– tentative *Contingent upon some shuffling in Karen’s calendar so that she can be free on these dates.	1 Consultant \$6,825
How to Help Model Children Succeed in a Dual Language Program (delivered in Spanish and English) Schedule back to back with Admin training to avoid additional travel cost	Parents School Board	*April 18 or 19 – tentative *Contingent upon some shuffling in Karen’s calendar so that she can be free on these dates.	See above
Out of State School Visits	Principals Director	Spring 2017	

Year 2			
6 Day Workshop spread out through the school year Dual Language Program Development and Enrichment	District Admin Principals	November 15 and 16, 2017 February 14 and 15, 2018 April 25 and 26, 2018	1 Consultant (6 days total, 3 trips) \$20,475
Developing Biliteracy Units using BUF	Lead Teachers TOSAs Principals	Winter 2018 Jan. 30 – Visits to schools to learn about the context Biliteracy Curriculum Development: January 31 and Feb 1, 2018 March 21 and 22, 2018	2 consultants 3 days: \$16,200 2 days: \$11,400
New Teacher Training Summer Institute	New Teachers New Admin New TOSAs	Summer 2018 June 20 and 21, 2018	2 consultants 2 days: \$11,400
Total (minus spring 2017 visits)			\$81,500
YEAR 3- TBD Based on Needed Support			

3. Independent Contractor.

The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. The parties agree that the District will not:

- a. Require the contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor only the compensation state in Paragraph 2; and
- d. Terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
- e. Provide more than minimal training for the Contractor; and
- f. Provide tools or benefits to the Contractor; and
- g. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

4. Intellectual Property. Neither party shall acquire any rights, either expressed or implied, to the intellectual property of the other unless expressly acknowledged in writing as a "Work For Hire" in this Agreement or another written Agreement between the parties.

5. No Construction Against Drafting Party. The parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

6. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

7. Termination of Agreement. Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. Termination of this Contract shall not relieve either party of its obligation to pay amounts due, or to give any credit due, for services rendered prior to the effective date of a breach of contract or termination.

8. Cancellation In the event the District terminates this Agreement without cause more than 30 days before the commencement date, the District shall pay a cancellation fee to Contractor in the sum of \$ 0.

In the event the District terminates this Agreement without cause less than 30 days before the commencement date, the District shall pay an enhanced cancellation fee to Provider in the sum of \$ 3000.00

Center for Teaching for Biliteracy
An Illinois corporation

By: Karen A. Beeman date 2-28-17
Karen Beeman

Its: Manager

School District
Oxnard 

Signature Lisa A. Franz date 2-16-17
Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/20/18

- 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 1st Reading _____ 2nd Reading _____

**Ratification of Agreement #17-317 - Ventura County Office of Education
(Freeman/Thomas)**

This agreement authorizes the Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Rising Stars Quality Rating Improvement System (QRIS) Block Grant with enhancement supports provided by the Ventura County Office of Education (VCOE). Through this agreement the Oxnard School District will access funding to maintain and increase access to high quality preschools. The funding covers professional development, technical assistance, and costs of materials.

Term of the Agreement: October 1, 2017 through September 30, 2018

FISCAL IMPACT:

Funding for this project will be provided to the Oxnard School District from the Ventura County Office of Education up to the amount of \$54,000.00

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction & Accountability, that the Board of Trustees ratify Agreement #17-317 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-317, Ventura County Office of Education (16 Pages)



Ventura County Office of Education SHORT FORM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 1st day of Oct. 2017 by and between Ventura County Office of Education (hereinafter referred to as "Superintendent") and Oxnard School District (hereinafter referred to as "Provider").

Oxnard School District

Provider

1051 South A Street

Street Address

Tax Identification or Social Security Number

Oxnard, CA 93030

City, State, Zip

SERVICES.

See Attached Statement of Work

Description of Services to be performed

October 1, 2017 - Sept. 30, 2018

Date(s)/Term of Service(s)

N/A

Hour(s) of Service

See Statement of Work

Location

FEES.

Compensation for Services

\$ 54,000.00

*Please indicate Honorarium/Per-day/Hour/Session/Quarter/ump sum

Covered Expenses Yes (Itemize below)

No

\$ 0.00

*Original itemized receipts required

Total not to exceed

\$ 54,000.00

PROVIDER REQUIREMENTS.

W-9

Signed IRS 20 Factor Checklist

Signed Travel policy

Other 02 2818de

Certificates of Insurance

Fingerprint Certification

Out-of-State Withholding waiver
(See Tax Notice)

ENCUMBERED

CONDITIONS. Provider will have no obligation to provide services until Superintendent returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

SUBCONTRACTING. None of the services covered by this contract shall be subcontracted without the prior written consent of the Superintendent. The Provider shall be as fully responsible to the Superintendent for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

TERMINATION OR AMENDMENT. This Agreement may be amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

CANCELLATION CLAUSE. No payment shall be provided if the stated activity is cancelled for whatever reason with a minimum of seven (7) calendar days notice prior to the scheduled date.

PAYMENT. Upon proper invoicing, payment will be made within 30 days of approval by the Program Manager designated below.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

COPYRIGHT. Provider hereby agrees that Superintendent shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this Agreement. Provider shall maintain the confidentiality of any such materials produced.

DISPUTE RESOLUTION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding.

INSURANCE. Provider is required to provide insurance coverage limits specified on "REQUIRED LIMITS OF INSURANCE FOR INDEPENDENT CONTRACTORS."

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless Superintendent, 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 Superintendent, or loss or theft of such Property, done or caused by such persons. Superintendent assumes no responsibility whatsoever for any property placed on Superintendent 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 Superintendent. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the Superintendent or any of its officers, agents, employees, and/or volunteers.

ACKNOWLEDGEMENT AND AGREEMENT. I have read this agreement and agree to its terms.

Lisa Franz, Director

Provider/Representative's name and title (print)

Carrie Murphy, Director, ECP

VCOE Program Manager

Lisa Cline, Executive Director, IBS

VCOE Authorized Representative

Signature

Signature

Signature

Date

Date

Date

For VCOE use only:

Charge to Account. 120-5800-6127-0-8500-2100-048-290-0000-0

Contract not to exceed, \$ 2-26-18

Completion of Services confirmation & approval for payment.

Program Manager

Date

Department Contact. Carrie Murphy 805-437-1510

Name & Phone

DE542

NA

STATEMENT OF WORK
OCTOBER 1, 2017 – SEPTEMBER 30, 2018
CONTRACT # C18-00359

Oxnard School District (hereinafter referred to as “PROVIDER”) is eligible to receive a CSPP-CMIG QRIS Block Grant for sustaining high-quality preschools and for each state-funded site that is rated Tier 4 or higher on the *VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework* (see Exhibit A).

FUNDING

Block Grant funding is not guaranteed and is based on the availability of funding from the California Department of Education, Early Education and Support Division. Funding received from the Block Grant is to be used to support high-quality preschool programs serving children between the ages of 3 and 5 years old.

Center-based sites, rated at Tier 4, will receive \$175 per child and up to 20 children per part-day session and sites, rated at Tier 5, will receive \$275 per child and up to 20 children per part-day session. Full-day classroom sessions will receive an increase adjustment of .5, to be added to the base Block Grant amount. Sites rated at Tier 3 or lower will receive a \$2,000 Quality Improvement (QI) stipend. These QI stipends must be utilized in support of the sites QI plan.

The **actual** Block Grant amount, in Table I below, is based on the April 2017 ratings received for the below participating site(s). These ratings will expire two years from the rating date, unless there is a trigger for reconsideration. Trigger for reconsideration includes changes to the site license.

Table I

April 2017 Ratings	Participation Site(s)	Actual Allocation								Total
		# of Sessions	Part-Day Children	Full-Day Children	Allocation	Part-Day Total	Full-Day Total	Full-Day Adjustment	Adjustment Total	
4	Driffill Preschool	2	40		\$175	\$7,000	\$0	0.5	\$0	\$7,000
5	Elm Elementary	1	20		\$275	\$5,500	\$0	0.5	\$0	\$5,500
4	McKinna Preschool	2	40		\$175	\$7,000	\$0	0.5	\$0	\$7,000
5	Ritchen	2	40		\$275	\$11,000	\$0	0.5	\$0	\$11,000
4	Rose Avenue Preschool	2	40		\$175	\$7,000	\$0	0.5	\$0	\$7,000
5	San Miguel Preschool	2	40		\$275	\$11,000	\$0	0.5	\$0	\$11,000
5	Sierra Linda	1	20		\$275	\$5,500	\$0	0.5	\$0	\$5,500
TOTAL ACTUAL AMOUNT:										\$54,000

DATA COLLECTION

PROVIDER will implement the web-based Pinwheel Data System. The Pinwheel Data System will store and track data from sites participating in the QRIS Block Grant. PROVIDER will identify a Data Representative to facilitate the implementation of Pinwheel and provide the following data:

- Child Demographics
- Attendance for Children
- DRDP data
- Staff Education

Data may be exported from PROVIDER'S data system and imported into Pinwheel using a script or mapping file provided by Early Quality Systems, Inc. (EQS). Information/data not provided by PROVIDER'S data system will need to be entered manually.

DATA PRIVACY COMPLIANCE

California local educational agencies, such as SUPERINTENDENT, and technology service providers, such as Early Quality Systems, Inc. (EQS), (third-party Consultant) are required by federal and state laws to protect certain data, including by not limited to financial, health, and educational records. SUPERINTENDENT services must implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including by not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act ("SOPIPA"), the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), and the Children's Internet Protection Act ("CIPA").

- **Attachment A, Technology Services Agreement**, is hereby incorporated into, and made a part of the Agreement by this reference outlining of how the SUPERINTENDENT and Early Quality Systems, Inc. will jointly ensure compliance with the federal Family Educational Rights and Privacy Act.

A contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to PROVIDER.

PROVIDER is responsible for obtaining parent consent and authorization to share child data with VCOE.

INVOICING

Block Grant payments will be processed after **March 1, 2018**. Invoice must be submitted to:

Carrie Murphy, Director
Early Childhood Programs
Ventura County Office of Education
5100 Adolfo Rd.
Camarillo, CA 93012

REPORTING

PROVIDER is responsible for reporting expenditures for all funding received through the Block Grant. PROVIDER will provide a hard copy and electronic copy of the *Block Grant Expenditure Report* (see Exhibit B). Expenditure reports are due **September 30, 2018**.

ATTACHMENTS

1. Attachment A – Technology Services Agreement for California Assembly Bill 1584 Compliance
2. Exhibit A – VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework
3. Exhibit B – Block Grant Expenditure Report

**ATTACHMENT A
TECHNOLOGY SERVICES AGREEMENT FOR
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

This Agreement is entered into between the **Ventura County Office of Education** ("Superintendent") and **Early Quality Systems, Inc., third-party Consultant** ("Consultant") on **July 1, 2016** ("Effective Date".)

WHEREAS, the Superintendent is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party Consultant must include certain terms; and

WHEREAS, the Superintendent and the Consultant desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records¹ obtained by Consultant from Superintendent continue to be the property of and under the control of the Superintendent.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: iPinwheel is an adult-managed data Assessment for infant, toddler and preschool programs. Unlike K-12 Student Information Assessments, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: iPinwheel is an adult-managed data Assessment for infant, toddler and preschool programs. Unlike K-12 Student Information Assessments, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

Early Quality Systems, Inc. Personally Identifiable Information Review Policy:

Early Quality Systems, Inc. provides Pinwheel™ data Assessments which may be used by Providers to store Personally Identifiable Information of Parents, legal guardians, or children/pupils. Early Quality Systems, Inc. does not work directly with Personally Identifiable Information of Parents, legal guardians, or children/pupils. Parents, legal guardians, or eligible pupils may review personally identifiable information and correct erroneous information by contacting their Early Childhood Education Provider.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

EQS Security and Confidentiality Program- Policies and Procedures:

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems management shall implement, maintain and enforce the following employee management and training safeguards:

- All employees and independent contractors are responsible for complying with the Early Quality Systems' Program.
- Early Quality Systems will check references of each potential employee prior to the commencement of the applicant's employment.
- Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- All new employees, and independent contractors who perform services in the Early Quality Systems, that have access to customer information will participate in the Early Quality Systems' information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality Systems' Program. Training will recur at least once each year, or sooner, as determined by Early Quality Systems management and as required by changes to the Program.
- Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
 - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
 - Locking rooms and file cabinets where paper records are kept.
 - Using password-activated computer software, Assessments, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
 - Using strong passwords (at least eight characters long and alpha-numeric).
 - Changing passwords periodically, and maintaining the security of passwords.
 - Sending electronic information over secure channels only.
 - Appropriately disposing of paper and electronic records.
 - Other training as determined appropriate by management from time to time.
- Early Quality Systems will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.

- All employees and independent contractors will be permitted to access customer information on a “need-to-know” basis as determined by Early Quality Systems management.
- Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality Systems.
- All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality Systems. This remedy shall be expressly provided for in Dealer’s agreements with such independent contractors.

Information Assessments:

- In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems shall implement, maintain and enforce the following information Assessments safeguards:
 - All records containing customer information shall be stored and maintained in a secure area.
 - Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The *EQS Security and Confidentiality Program* Coordinator shall control access to such areas.
 - All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
 - Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the *EQS Security and Confidentiality Program* Coordinator shall control access to such servers.
 - Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer Assessment with a direct Internet connection.
 - All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the *EQS Security and Confidentiality Program* Coordinator.
- All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.
 - Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality Systems directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.
 - Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
 - Early Quality Systems, Inc. shall require by contract that inbound transmissions of customer information delivered to the Early Quality Systems via other sources be encrypted or otherwise secured.
 - All outbound transmissions of customer information shall be secured in a manner acceptable to the *EQS Security and Confidentiality Program* Coordinator.
 - To the extent sensitive data must be transmitted to the Early Quality Systems by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
 - The *EQS Security and Confidentiality Program* Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality Systems and with the Early Quality Systems business partner and vendors.

- Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.
- All paper transmissions of customer information by the Early Quality Systems shall be performed on a secure basis.
- Sensitive customer information shall be properly secured at all times.
 - Customer information delivered by the Early Quality Systems to third parties shall be kept sealed at all times.
 - Paper-based customer information shall not be left unattended at any time it is in an unsecured area.
- All customer information shall be disposed of in a secure manner.
 - The *EQS Security and Confidentiality Program* Coordinator shall supervise the disposal of all records containing customer information.
 - Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.
 - All hardware shall be effectively destroyed.
 - All customer information shall be disposed of in a secure manner after any applicable retention period.
- The *EQS Security and Confidentiality Program* Coordinator shall maintain an inventory of Early Quality Systems computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.
- The *EQS Security and Confidentiality Program* Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.
- Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other Assessments Failures:

In keeping with the objectives of the Program, the Early Quality Systems shall implement, maintain and enforce the following attack and intrusion safeguards:

- The *EQS Security and Confidentiality Program* Coordinator shall ensure the Early Quality Systems has adequate procedures to address any breaches of the Early Quality Systems information safeguards that would materially impact the confidentiality and security of customer information.
- The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer Assessments, etc.
- The *EQS Security and Confidentiality Program* Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
- The *EQS Security and Confidentiality Program* Coordinator shall communicate with Early Quality Systems computer vendors from time to time to ensure that the Early Quality Systems has installed the most recent patches that resolve software vulnerabilities.
- Early Quality Systems shall utilize anti-virus software that updates automatically.
- Early Quality Systems shall maintain up-to-date firewalls.

- The Program Coordinator shall manage the Early Quality Systems information security tools for employees and pass along updates about any security risks or breaches.
- The *EQS Security and Confidentiality Program* Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
- The *EQS Security and Confidentiality Program* Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
- The *EQS Security and Confidentiality Program* Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

Risk Assessment:

The *EQS Security and Confidentiality Program* Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality Systems' operations, as determined by the *EQS Security and Confidentiality Program* Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;
- Information Assessments, including network and software design, as well as
- information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other Assessments failures.

Once the *EQS Security and Confidentiality Program* Coordinator has identified the reasonably foreseeable risks to the Early Quality Systems customer information, the *EQS Security and Confidentiality Program* Coordinator will determine whether the Early Quality Systems' current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

Audit:

The *EQS Security and Confidentiality Program* Coordinator shall regularly test or audit the effectiveness of the Early Quality Systems' safeguards' key controls, Assessments, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

Overseeing Service Providers:

The *EQS Security and Confidentiality Program* Coordinator shall be responsible for overseeing the Early Quality Systems service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality Systems for such information.

The *EQS Security and Confidentiality Program* Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality Systems to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality Systems safeguarding requirements.

Periodic Reevaluation of the Program

The *EQS Security and Confidentiality Program* Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality Systems operations, business or information technology arrangements; or
- Any other circumstances that the *EQS Security and Confidentiality Program Coordinator* knows, or has reason to know, may have a material impact of the Program.

In order to assist the *EQS Security and Confidentiality Program Coordinator* in the regard, the Early Quality Systems shall keep the *EQS Security and Confidentiality Program Coordinator* apprised of the nature and extent of all third party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality Systems customer information.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

Early Quality Systems, Inc. Unauthorized Disclosure of Pupil Record Data Action Plan:

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems, Inc. (EQS) Program Coordinator:

- Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
- Begin breach response documentation and reporting process. Coordinate the flow of information to Client
- Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- Immediately determine the status of the breach (on-going, active, or post breach).
- If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to Assessments/data and preserve evidence for investigation.
- Document all mitigation efforts for later analysis.
- Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
 - Identify all affected data, machines, and devices.
 - Conduct interviews with key personnel and document facts (if criminal activity is suspected,
 - Coordinate these interviews with law enforcement).
 - When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.

- Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
 - Reach out to data owners as soon as possible to notify them about the breach.
 - Foster a cooperative relationship between the incident response team and data owners.
 - Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.
9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.
10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

Early Quality Systems, Inc.-End of Contract Data Transfer Process:

Early Quality Systems, Inc. provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired. Contract data may downloaded by following these steps:

- Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment
 - all Pinwheel downloads are done via SSL
 - browser should be set to download on a secure/encrypted drive
 - Download all data by following these steps
 - In Pinwheel, Log on as admin user.
 - from main menu go to exports page
 - for each data item select item type (radio button) and then select export
 - each export file will be downloaded as an excel file
 - Alternatively
 - log on as statistical analysis user
 - create workspace
 - select all data files in Pinwheel
 - download all Pinwheel files using links on Statistical Analysis Data Files
 - each export file will be downloaded as a CSV file
11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

Early Quality Systems, Inc. FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, Inc., LLC. (EQS) Student Information Assessment and Program Management

Assessment, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information Assessment and Program Management Assessment. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA.


As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.


The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

VENTURA COUNTY SUPERINTENDNET
OF SCHOOLS

EARLY QUALITY SYSTEMS, INC.


Authorized Signature


Authorized Signature

Tom Etchart, Director, Business Office

Mark Crandall, President and CEO

Printed Name and Title

Printed Name and Title

Date

8-10-16

Date 8/1/2016

**California AB 1584 Compliance Checklist for
School District/SUPERINTENDENT Technology Services Agreements**

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

- A statement that pupil records continue to be the property of and under the control of the school district;
- A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

* *References:* AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g



Exhibit A

RISING STARS QUALITY RATING AND IMPROVEMENT SYSTEM
QUALITY CONTINUUM FRAMEWORK

Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS				
Child Observation				
<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/ observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with <i>CA Foundations & Frameworks</i> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
Developmental and Health Screenings				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers") used at entry, then: 1. Annually OR 2. Ensures vision and hearing screenings are conducted annually	<input type="checkbox"/> Program works with families to ensure screening of all children using a valid and reliable developmental screening tool at entry and as indicated by results thereafter AND <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ & ASQ-SE , if indicated, at entry, annually, and then as indicated by results thereafter AND <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate AND <input type="checkbox"/> Meets Criteria from point level 2	
CORE II: TEACHERS AND TEACHING				
Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> 24 units of ECE/CD <u>or</u> Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD <u>or</u> Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE and 16 units of General Education <u>or</u> Teacher Permits AND <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD <u>or</u> Site Supervisor Permit AND <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) with 24+ units of ECE/CD or master's degree in ECE/CD <u>or</u> Program Director Permit AND <input type="checkbox"/> 21 hours PD annually

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

¹ Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
VCOE Rev. 5.8.2017; Effective July 1, 2017



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS (e.g., 2-hour Overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: Pre-K <ul style="list-style-type: none"> ▪ Emotional Support – 5 ▪ Classroom Organization – 5 ▪ Instructional Support – 3 Toddler <ul style="list-style-type: none"> ▪ Emotional & Behavioral Support – 5 ▪ Engaged Support for Learning – 3.5 Infant <ul style="list-style-type: none"> ▪ Responsive Caregiving – 5.0 	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: Pre-K <ul style="list-style-type: none"> ▪ Emotional Support – 5.5 ▪ Classroom Organization – 5.5 ▪ Instructional Support – 3.5 Toddler <ul style="list-style-type: none"> ▪ Emotional & Behavioral Support – 5.5 ▪ Engaged Support for Learning – 4 Infant <ul style="list-style-type: none"> ▪ Responsive Caregiving – 5.5
CORE III: PROGRAM AND ENVIRONMENT – Administration and Leadership				
Ratios and Group Size (Centers Only beyond licensing regulations)				
<input type="checkbox"/> Center: Title 22 Regulations <input type="checkbox"/> Infant Ratio of 1:4 <input type="checkbox"/> Toddler Option Ratio of 1:6 <input type="checkbox"/> Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 Toddler – 2:12 Preschool – 2:24	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:12 or 2:8 Toddler – 2:10 Preschool – 3:24 or 2:20	<input type="checkbox"/> Center - Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements
¹Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
 VCOE Rev. 5.8.2017; Effective July 1, 2017



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
Director Qualifications (Centers Only)				
<input type="checkbox"/> 12 units core ECE (early childhood education, child development, family/consumer studies, or related field), 3 units management/administration	<input type="checkbox"/> 24 units core ECE, 16 units General Education, 3 units management/administration <u>or</u> Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units core ECE, 6 units management/administration, 2 units supervision <u>or</u> Site Supervisor Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units core ECE, 8 units management/administration <u>or</u> Program Director Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 24 units core ECE including specialized courses, 8 units management/administration, <u>or</u> Administrative Credential <u>AND</u> <input type="checkbox"/> 21 hours PD annually

TOTAL POINT RANGES					
Program Type	Common-Tier 1	Local-Tier 2 ¹	Common-Tier 3	Common-Tier 4	Local-Tier 5 ²
Centers	Blocked (7 Points) – Must Meet All Elements	Point Range 8 to 19	Point Range 20 to 25	Point Range 26 to 31	Point Range 32 and above
FCCHs	Blocked (5 Points) – Must Meet All Elements	Point Range 6 to 13	Point Range 14 to 17	Point Range 18 to 21	Point Range 22 and above
Additional Local Tier Requirement(s)					<input type="checkbox"/> All teachers complete training on Foundations and Framework, (Overview and Volume 1 for preschool <u>or</u> Overview and all domains for infant/toddler teachers)* *All teachers who have been on staff for a minimum of 6 months and who have responsibility for instruction and child assessments.

¹Local-Tier 2: Local decision if Blocked or Points and if there are additional elements
¹ Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015
 VCOE Rev. 5.8.2017; Effective July 1, 2017

NAME of CSPP Contractor

E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA	Semi-Annual Reporting Form (From LEA to CDE)		
Categories of Spending	Amount spent in the first reporting period July 1, 2017- February 28, 2018	Amount spent in the second reporting period March 1, 2018- September 30, 2018	Total amount spent (Columns B+ C)
1000 Certified Salaries			
Increase in salaries	\$ -	\$ -	\$ -
Release Time/Substitutes	\$ -	\$ -	\$ -
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
2000 Classified Salaries			
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
3000 Benefits			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
4000 Supplies			
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
5000 Travel/Equipment/Contractual			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Workshop conference/registration fee	\$ -	\$ -	\$ -
Incentives/Teacher stipends	\$ -	\$ -	\$ -
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Other Spending Categories not mentioned (please specify):			
Non-reimbursable bonuses	\$ -	\$ -	\$ -
Grand Total	Total Grant Award Amount Spent in this Quarter =		\$ -

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of CSPP Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/20/18

- 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 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #17-25 – JLJ Consulting (Freeman/Sugden)

At the Board meeting of June 21, 2017, the Board of Trustees approved Agreement #17-25 with JLJ Consulting to provide Consultation Services to the Special Education Services Department's leadership team, delivering professional development and assistance with processes/procedures for the 2017-2018 school year, in the amount not to exceed \$75,000.00.

Amendment #1 in the amount of \$36,500.00, is necessary to adjust total expected costs through the end of the fiscal year. This brings the total agreement amount to \$111,500.00.

FISCAL IMPACT:

Total not to exceed \$36,500.00 (\$125.00 per hour) – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #17-25 with JLJ Consulting.

ADDITIONAL MATERIALS:

Attached: Amendment #1 (1 Page)
 Agreement #17-25, JLJ Consulting (14 Pages)

**Amendment #1 to Agreement #17-25 with
JLJ Consulting
June 20, 2018**

At the Board meeting of June 21, 2017, the Board of Trustees approved Agreement #17-25 with JLJ Consulting to provide Consultation Services to the Special Education Services Department's leadership team, delivering professional development and assistance with processes/procedures for the 2017-2018 school year, in the amount not to exceed \$75,000.00.

Amendment #1 in the amount of \$36,500.00, is necessary to adjust total expected costs through the end of the fiscal year. This brings the total agreement amount to \$111,500.00.

JLJ CONSULTING:

By: _____
Jenny L. Ponzuric

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #17-25

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 21st day of June, 2017 by and between the Oxnard School District ("District") and JLJ Consulting ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2017** 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.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Seventy-Five Thousand Dollars (\$75,000.00), based on the rate of \$125.00 per hour, 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".

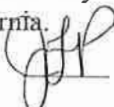
 (Initials)

- 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: JLJ Consulting
 PO Box 5643
 Chatsworth, CA 91313
 Attention: Jenny L. Ponzuric
 Phone: (818) 481.6089
 Email: jljconsulting1@gmail.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 Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

6-22-17
Date

Tax Identification Number: 95-6002318

JLJ CONSULTING:

Jenny L. Ponzuric
Signature

Jenny L. Ponzuric, UEP
Typed Name/Title

6/12/17
Date

Tax Identification Number: 6110182601

Not Project Related

Project #17-25

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-25

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/S	
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 #17-25

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-25

COMPENSATION

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

Total compensation not to exceed \$75,000.00 (\$125.00 per hour)

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$75,000.00 (\$125.00 per hour), as provided in Section 4 of this Agreement.

Not Project Related

Project #17-25

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-25

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #17-25

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 #17-25

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-25

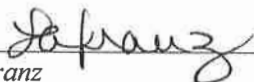
CONFLICT OF INTEREST CHECK

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, JLJ CONSULTING, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 6-22-17

By: 
Lisa A. Franz
Director, Purchasing

Jenny Ponzuric

— jlj consulting —

PO Box 5643
Chatsworth, CA 91313-5643
Phone: 818-481-6089
E-Mail: jljconsulting1@gmail.com

To: Oxnard School District, 1051 South "A" Street, Oxnard, CA 93030

For: Jenny L Ponzuric, Licensed Educational Psychologist

Date: May 3, 2017

Re: Proposal for Consultation to the Oxnard School District

SCOPE OF WORK:

To assist the Oxnard School District Special Education Department, Jenny Ponzuric will work collaboratively with the leadership team to develop, implement and deliver professional development for assessment team members, including school psychologists, special education teachers, speech/language pathologists and administrators. In addition, Jenny will work collaboratively with the leadership team in the creation and implementation of processes/procedures/systems to assist in implementing and improving best practices. Jenny will provide in-person and remote consultation, as needed, for school psychologists and other assessment team members. On an as needed basis, Jenny will conduct psycho-educational assessments.

Additional areas of expertise: Pattern of Strengths and Weaknesses (PSW) for Specific Learning Disability (SLD) Eligibility, CHAMPS, Multi-Tiered System of Supports (MTSS)/Response to Instruction/Intervention (RtI²), School Neuropsychology, Mentoring Skills

Dates of Service: Academic School Year 2017-2018

Consultant Compensation: \$125 per hour

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/20/18

- 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 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #17-51 – Exceptional Educational Consultants Inc. (Freeman/Sugden)

At the Board meeting of August 2, 2017, the Board of Trustees approved Agreement #17-51 with Exceptional Educational Consultants, Inc. to provide consultation services to the Special Education Services Department for the 2017-2018 school year, in the amount not to exceed \$12,000.00.

Amendment #1 will increase Special Education funding by \$4,000.00 for a total agreement cost of \$16,000.00. The amendment is required to adjust total expected costs through the end of the fiscal year.

FISCAL IMPACT:

Not to exceed \$4,000.00 per the hourly rate of \$80.00 - 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 Amendment #1 to Agreement #17-51 with Exceptional Educational Consultants Inc.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
Agreement #17-51, Exceptional Educational Consultants Inc. (14 Pages)

**Amendment #1 to Agreement #17-51 with
Exceptional Educational Consultants, Inc.
June 20, 2018**

At the Board meeting of August 2, 2017, the Board of Trustees approved Agreement #17-51 with Exceptional Educational Consultants, Inc. to provide consultation services to the Special Education Services Department for the 2017-2018 school year, in the amount not to exceed \$12,000.00.

Amendment #1 will increase Special Education funding by \$4,000.00 for a total agreement cost of \$16,000.00. The amendment is required to adjust total expected costs through the end of the fiscal year.

EXCEPTIONAL EDUCATIONAL CONSULTANTS, INC.:

By: _____
Frances E. Arner- Costello

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #17-51

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 2nd day of August, 2017 by and between the Oxnard School District ("District") and Exceptional Educational Consultants 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 July 1, 2017 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 Twelve Thousand Dollars No Cents (\$12,000.00), per the rate of \$80.00 per hour, 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".

Fur (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.

Fur (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.

Fur (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.

FW (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: Exceptional Educational Consultants Inc.
10677 Inyo Street
Ventura, CA 93004
Attention: Fran Arner-Costello
Phone: (805) 469.6919
Email: farnerco@hotmail.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:

**EXCEPTIONAL EDUCATIONAL
CONSULTANTS INC.:**

Lisa A. Franz
Signature

Fran Arner-Costello
Signature

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

Fran Arner-Costello, CEO
Typed Name/Title

8-3-17
Date

7.13.17
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 81-1465928

Not Project Related

Project #17-51

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-51

SERVICES

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

***PER ATTACHED PROPOSAL DATED 6/1/17**

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

***PER ATTACHED PROPOSAL DATED 6/1/17**

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

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

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related

Project #17-51

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-51

COMPENSATION

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

*Total compensation not to exceed \$12,000.00, per the rate of \$80.00 per hour.

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 \$12,000.00, per the rate of \$80.00 per hour, as provided in Section 4 of this Agreement.

EXHIBIT C

TO AGREEMENT FOR CONSULTANT SERVICES #17-51

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~Accountants, Attorneys, Education Consultants, \$1,000,000~~

~~Nurses, Therapists~~

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

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

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

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

Not Project Related

Project #17-51

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 #17-51

EXHIBIT D

~~TO AGREEMENT FOR CONSULTANT SERVICES #17-51~~

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, EXCEPTIONAL EDUCATIONAL CONSULTANTS INC., who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 8-3-17

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

Exceptional Educational Consultants, Inc
Fran Arner-Costello, M.A. CEO
EID# 81-1465928

10677 Inyo Street, Ventura. CA 93004
(805) 469-6919
farnerco@hotmail.com

June 1, 2017

To: Oxnard School District

From: Fran Arner-Costello, CEO, Exceptional Educational Consultants, Inc.

Subject: Proposal for consultant services to Oxnard School District



SCOPE OF WORK:

Contractor agrees to provide consultation to teachers and specialists at Sierra Linda School on a regular basis, to include review of IEPs, IEP meeting preparation, and classroom organizational and instructional strategies. Will provide personnel development to district staff on topics requested by the district on a periodic basis. Will review IEPs and give feedback as schedule allows.

DATES OF SERVICE:

July 1, 2017- June 30, 2018

RATE:

\$80 per hour, upon invoice from contractor

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/20/18

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

**Approval of Amendment #2 to Agreement #17-08 – American Language Services
(Freeman/Thomas)**

At the Board meeting of June 7, 2017, the Board of Trustees approved Agreement #17-08 with American Language Services to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings in the amount of \$5,000.00.

At the Board meeting of February 7, 2018, the Board of Trustees approved Amendment #1 in the amount of \$10,000, to cover an increase in services, for a total contract amount of \$15,000.00.

Amendment #2 in the amount of \$4,000.00 is now required to adjust the total expected cost through the end of the fiscal year. This brings the total agreement amount to \$19,000.00.

FISCAL IMPACT

\$4,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #2 to Agreement #17-08 with American Language Services.

ADDITIONAL MATERIAL(S):

Attached: Amendment #2 (1 Page)
Amendment #1 (1 Page)
Agreement #17-08, American Language Services (20 Pages)

AMENDMENT #2 TO AGREEMENT #17-08
American Language Services

At the Board meeting of June 7, 2017, the Board of Trustees approved Agreement #17-08 with American Language Services to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings in the amount of \$5,000.00.

At the Board meeting of February 7, 2018, the Board of Trustees approved Amendment #1 in the amount of \$10,000, to cover an increase in services, for a total contract amount of \$15,000.00.

Amendment #2 in the amount of \$4,000.00 is now required to adjust the total expected cost through the end of the fiscal year. This brings the total agreement amount to \$19,000.00.

**AMERICAN LANGUAGE:
SERVICES:**

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

AMENDMENT #1 TO AGREEMENT #17-08
American Language Services

At the Board meeting of June 7, 2017, the Board of Trustees approved Agreement #17-08 with American Language Services to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings in the amount of \$5,000.00.

Amendment #1 in the amount of \$10,000.00 is to cover an increase in services, bringing the total contract amount to \$15,000.00. Translation/interpreting requests have increased and the additional funds will allow parents to receive services in their language.

**AMERICAN LANGUAGE:
SERVICES:**

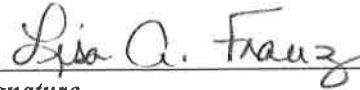


Signature

JAY HERZOG SE. Act. Exec.
Typed Name/Title

1/25/2018
Date

OXNARD SCHOOL DISTRICT:



Signature

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

2-13-18
Date

OXNARD SCHOOL DISTRICT

Agreement #17-08

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 7th day of June, 2017 by and between the Oxnard School District ("District") and American Language Services ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2017 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.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Five Thousand Dollars (\$5,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

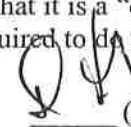
- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [] does [] 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.

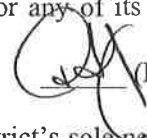
20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- 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: Robin Freeman
Phone: 805.385.1501, x2032
Fax: 805.483.7426

To Consultant: American Language Services
1849 Sawtelle Blvd., Suite 600
Los Angeles, CA 90025
Attention: Jay Herzog
Phone: (310) 829.0741 x305
Fax: (866) 773.8591

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.** ROBIN FREEMAN 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:

AMERICAN LANGUAGE SERVICES:

Lisa A. Franz
Signature

JAY Herzog
Signature

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

JAY Herzog
Typed Name/Title

6-9-17
Date

5/17/2017
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 14-1885441

Not Project Related

Project #17-08

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-08

SERVICES

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

Provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings

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

N/A

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

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

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related

Project #17-08

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-08

COMPENSATION

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

*Per attached Proposal/Fee Schedule – Not to Exceed \$5,000.00

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

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

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

IV. The total compensation for the Services shall not exceed \$5,000.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #17-08

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-08

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~Accountants, Attorneys, Education Consultants, \$1,000,000~~

~~Nurses, Therapists~~

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

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

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

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

Not Project Related

Project #17-08

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 #17-08

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-08

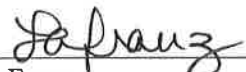
CONFLICT OF INTEREST CHECK

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, AMERICAN LANGUAGE SERVICES, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 6-9-17

By: 
Lisa A. Franz
Director, Purchasing



AML-Global
AMERICAN LANGUAGE SERVICES

Making The World Smaller

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE
SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

ISO Certified – 9001 & 13485

ABOUT AMERICAN LANGUAGE SERVICES

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. AML-Global provides a full range of international multi-language communication services and offers its unique services worldwide. Our language professionals are available 24 hours/ 7 days a week.

American Language Services is a worldwide leader in the translation and interpreting industry. By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. AML-Global translators, interpreters, transcriptionists and multimedia specialists are fluent in virtually every written and spoken language around the globe. Over many years, AML-Global has accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are located in hundreds of countries across every continent, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

AML-Global understands the needs of the educational community in Southern California. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

AML-GLOBAL QUALITY STATEMENT

American Language Services believes in providing real value to our clients. It is essential that all of our work is performed consistently and with the highest quality. Our expertly trained staff and extensive resources give us the ability to provide our clients with outstanding value through superior quality and service. The fundamental elements of our superior service are: timely responsiveness to client needs, returning communications to you in a rapid and detailed manner, providing quotes for projects that are clear and concise, answering questions in an honest and helpful manner as well as achieving our goal of 100% on-time delivery. Our essential core value is combining ultra-competitive pricing with outstanding quality. We understand that each of our clients is important and our goal is complete satisfaction and long term partnerships.

World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net



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AMERICAN LANGUAGE SERVICES

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SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

ISO Certified – 9001 & 13485

INTERPRETING

- Worldwide coverage
- Qualified and certified for *all languages*
- Emergency & last minute scheduling
- Specializing in parent teacher conferences, meetings, hearings, special education needs, and community events.
- 15 minute early courtesy arrival
- Simultaneous & consecutive interpreting
- Phone conferencing
- Native speakers from around the globe

TRANSLATION & TRANSCRIPTION

- IEP's, notices, curriculum, HR Docs
- Excellent rates with fast turnaround
- All deadlines met
- Immediate response for quotes
- Meticulous and precise
- Certified & notarized documents
- Transcriptions, all media, all languages

DESKTOP PUBLISHING

- **All Major Software**
InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products ... & many others
- PC & Mac operating platforms
- Print Ready Delivery

QUALITY CONTROL

- Quality Control Process: All translations include a Three Step Process: Translation, Proofing, and Editing
- ISO Certified – 13485 & 9001

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World Headquarters

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Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

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AMERICAN LANGUAGE SERVICES
INTERPRETING RATES
SOUTHERN CALIFORNIA
AS OF AUGUST 1, 2014

LANGUAGE	HALF DAY UP TO 3 HOURS	FULL DAY 3+ TO 6 HRS	ADDITIONAL HOURLY RATE
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15 PRIME LANGUAGES

SPANISH (LEGAL)	\$345	\$565	\$125
SPANISH (TRIALS)	\$365	\$585	\$125
SPANISH (QUALIFIED)	\$295	\$495	\$85
ARABIC (LEGAL)	\$445	\$775	\$145
ARABIC (QUALIFIED)	\$425	\$725	\$130
ARMENIAN (LEGAL)	\$495	\$850	\$150
ARMENIAN (QUALIFIED)	\$375	\$725	\$120
CANTONESE (LEGAL)	\$550	\$950	\$180
CANTONESE (QUALIFIED)	\$445	\$795	\$155
JAPANESE (LEGAL)	\$895	\$1,595	\$285
JAPANESE (QUALIFIED)	\$795	\$1,295	\$245
KHMER (LEGAL)	\$575	\$995	\$175
KHMER (QUALIFIED)	\$465	\$795	\$145
KOREAN (LEGAL)	\$495	\$950	\$165
KOREAN (QUALIFIED)	\$475	\$795	\$150
MANDARIN (LEGAL)	\$550	\$950	\$180
MANDARIN (QUALIFIED)	\$445	\$795	\$155
PORTUGUESE (LEGAL)	\$495	\$845	\$165
PORTUGUESE (QUALIFIED)	\$475	\$775	\$150
PUNJABI (LEGAL)	\$575	\$995	\$175
PUNJABI (QUALIFIED)	\$465	\$795	\$145
RUSSIAN (LEGAL)	\$495	\$985	\$175
RUSSIAN (QUALIFIED)	\$475	\$795	\$145
TAGALOG (LEGAL)	\$725	\$1,150	\$195
TAGALOG (QUALIFIED)	\$645	\$995	\$185
VIETNAMESE (LEGAL)	\$575	\$985	\$170
VIETNAMESE (QUALIFIED)	\$495	\$785	\$140
AMERICAN SIGN LANGUAGE (LEGAL CERTIFIED)	\$150 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		
AMERICAN SIGN LANGUAGE (QUALIFIED)	\$95 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		

LANGUAGES BY REGION

MIDDLE EASTERN	\$445	\$795	\$145
MOST ASIAN	\$445	\$795	\$145
MOST EUROPEAN	\$525	\$895	\$170

SPECIALIZED LANGUAGES

HEBREW, GREEK, THAI, CZECH, INDONESIAN, MONGOLIAN, CROATIAN, SERBIAN, SLAVIC, SLOVENIAN, BURMESE, AFRICAN, LAO, INDIAN, FILIPINO, AFGHAN, PAKISTANI & OTHERS	\$550	\$985	\$175
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- AML-Global offers interpreters for the 15 California Court Certified languages (listed above).
- Phone Interpreting available upon request.
- AML-Global rates are subject to change based on time of scheduling without prior notification. All other rates are subject to change
- Overtime fees may apply

- ASL Assignments over (2) hours require (2) interpreters.
- Rates effective August 1, 2014
- Rates may vary for trials
- Please note: We have a 24-hour cancellation policy for most languages and (48) hour for American Sign Language (ASL)
- Regional pricing may vary



AML-Global

AMERICAN LANGUAGE SERVICES

Making The World Smaller

TRANSLATION RATES

<i>LANGUAGE</i>	<i>PRICE PER WORD</i>
Arabic	\$.18-.22
Chinese	\$.18-.22
Danish	\$.21-.24
Dutch	\$.21-.24
French	\$.18-.21
German	\$.18-.21
Hebrew	\$.21-.25
Italian	\$.18-.21
Japanese	\$.19-.24
Korean	\$.19-.24
Norwegian	\$.21-.24
Portuguese	\$.16-.19
Russian	\$.18-.21
Spanish	\$.10-.14
Swedish	\$.21-.24
Vietnamese	\$.19-.24

Translation rates include: Translations, Proofing, and Editing

- Please note that this is a partial list. AML-Global can support any language combination
- Rates are subject to change. AML-Global rates are subject to change based on time of scheduling without prior notification.
- Project volume & deadline may affect pricing.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Technical elements may affect pricing.
- Pricing above reflects standard turnaround times.

World Headquarters

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net



AMERICAN LANGUAGE SERVICES TRANSCRIPTION RATES

LANGUAGE	COST PER AUDIO HOUR		LANGUAGE	COST PER AUDIO HOUR	
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(Partial List of over 150 Languages)

ENGLISH

	Per Min	Per Hr		Per Min	Per Hr
ENGLISH <> ENGLISH	\$3.50	\$210	BRITISH ENGLISH <> BRITISH ENGLISH	\$3.50	\$210

AMERICAS

	Per Min	Per Hr		Per Min	Per Hr
SPANISH <> ENGLISH	\$6	\$360	PORTUGUESE <> ENGLISH	\$7.50	\$450

EUROPEAN

	Per Min	Per Hr		Per Min	Per Hr
BULGARIAN <> ENGLISH	\$8	\$480	HUNGARIAN <> ENGLISH	\$8	\$480
CATALAN <> ENGLISH	\$8	\$480	ITALIAN <> ENGLISH	\$8	\$480
DUTCH <> ENGLISH	\$8	\$480	POLISH <> ENGLISH	\$8	\$480
FRENCH <> ENGLISH	\$8	\$480	ROMANIAN <> ENGLISH	\$8	\$480
GERMAN <> ENGLISH	\$8	\$480	RUSSIAN <> ENGLISH	\$8	\$480
GREEK <> ENGLISH	\$8	\$480	UKRAINIAN <> ENGLISH	\$8	\$480

MIDDLE EASTERN

	Per Min	Per Hr		Per Min	Per Hr
ARABIC <> ENGLISH	\$8	\$480	HEBREW <> ENGLISH	\$12	\$720
FARSI <> ENGLISH	\$8	\$480			

ASIAN

	Per Min	Per Hr		Per Min	Per Hr
ARMENIAN <> ENGLISH	\$7.50	\$450	INDONESIAN <> ENGLISH	\$9.50	\$570
KHMER <> ENGLISH	\$9.50	\$570	JAPANESE <> ENGLISH	\$12	\$720
CEBUANO <> ENGLISH	\$7.50	\$450	KOREAN <> ENGLISH	\$12	\$720
CHINESE <> ENGLISH	\$7.50	\$450	KURDISH <> ENGLISH	\$9.50	\$570
DARI <> ENGLISH	\$7.50	\$450	PASHTO <> ENGLISH	\$7.50	\$450
HINDI <> ENGLISH	\$7.50	\$450	PUNJABI <> ENGLISH	\$7.50	\$450
HMONG <> ENGLISH	\$9.50	\$570	TAGALOG <> ENGLISH	\$7.50	\$450
TAIWANESE <> ENGLISH	\$9.50	\$570	THAI <> ENGLISH	\$9.50	\$570
TURKISH <> ENGLISH	\$7.50	\$450	URDU <> ENGLISH	\$7.50	\$450
VIETNAMESE <> ENGLISH	\$9.50	\$570			

EXPEDITED TURNAROUND TIMES AVAILABLE

- Cost & turnaround time is determined by quality of audio, number of speakers, density of audio, time coding and audio format
- AML-Global rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Source to source language combinations are charged at 75% of the listed rates above.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Specialized projects will be quoted individually
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language and specific requirements
- Expedited rates will apply

World Headquarters

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 www.alsglobal.net

AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST)

ABC Unified School District	Garvey School District
Acton School District Office	Glendale Unified School District
Alhambra Unified School District	Glendora Unified School District
Anaheim City School District	Gorman School District
Antelope School District	Hacienda La Puente Unified School District
Arizona State University	Hampton University
Azusa Unified School District	Harvey Mudd College
Baldwin Park Unified School District	Hawthorne School district
Bassett Unified School District	Hermosa Beach City School District
Bellflower Unified School District	Hughes Elizabeth Lakes School District
Beverly Hills Unified School District	Inglewood Unified School District
Bonita Unified School District	Keppel School District
Carlsbad Unified School District	La Canada Unified School System
Castaic Union School District	Lancaster School District
Centinella Valley Union School District	Las Virgenes School District
Charter Oak Unified School District	LAUSD (Los Angeles) Community Outreach
Claremont Unified School District	LAUSD District 8, A, B, C, D, E, F, G, H, I, J
Compton Unified School District	LAUSD Translation Unit
Conejo Valley Unified School District	Lawndale School District
Corinne A. Seeds University Elementary School	Learn.com
Corona Norco Unified School District	Lennox School District
Covina Valley Unified School District	Little Lake City School District
Crescenta Valley Water District	Long Beach City College CITD-CMTAC
Culver City Unified School District	Long Beach City College CITD-CMTAC
DeVry University	Long Beach Unified School District
Downey Unified School District	Los Angeles County Office of Education
Duarte Unified School District	Los Nietos School District
East Whittier City School District	Lynwood Unified School District
Eastside Union District	Marquez Charter School
El Rancho Unified School District	MIND Institute
El Segundo Unified School District	Monrovia Unified School District
Fairbanks North Star Borough School District	Montebello Unified School District
Federal Wage and Labor Law Institute	NewHall School District
Franklin Elementary School	

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www.alsglobal.net

AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST) (continued)

Orange County Department of Education	SELPA Los Angeles USD
Oxnard School District	SELPA Norwalk – La Mirada
Palmdale School District	SELPA Pasadena
Palos Verdes Peninsula	SELPA Santa Clarita
Paramount Unified School District	SELPA Southwest Service Area (Lawndale)
Pasadena Unified School District	SELPA Tri-Cities (Beverly Hills)
Placer County Office of Education	SELPA Ventura County
Pomona Unified School District	SELPA Whittier Area CO-OP
Redondo Beach Unified School District	Simi Valley Unified School District
Rio School District	South Pasadena Unified School District
Riverside Unified School District	South Whittier School District
Rosemead School District	Southern CA School of Interpreting
Rowland Unified School District	Stanford University
San Bernardino County Schools	Sulphur Springs School District
San Diego School District	Temple City Unified School District
San Francisco Unified School District	Torrance Unified School District
San Gabriel Unified School District	UCEA
San Marino Unified School District	UCLA Law School
Santa Monica – Malibu School District	UCLA Molecular Pharmacology Department
Saugus School District	University of Southern California
SELP Casa Pacifica	Walnut Valley Unified School District
SELPA Antelope Valley	West Covina Unified School District
SELPA Corona-Norco USD	Western Psychological Services
SELPA Downey-Montebello	Westside School District
SELPA East San Gabriel Valley (Arcadia)	Whittier City School District
SELPA East San Gabriel Valley (Covina)	Whittier Union High School District
SELPA East Valley Consortium	William S. Hart Union School District
SELPA Foothill (Glendale)	Wilsona School District
SELPA Long Beach	Wiseburn School District

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OSD BOARD AGENDA ITEM

Name of Contributor: Robin I Freeman

Date of Meeting: 6/20/18

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

Approval – Use of Amplify Supplemental NGSS Instructional Material (Freeman/West)

The research based, NGSS aligned, K-8 curriculum is designed by UC Berkeley’s Lawrence Hall of Science to teach Next Generation Science Standards. It supports phenomena based instruction engaging students in science standards integrated with Common Core State Standards for Math and Language Arts. The three-tier unit assessment system provides the tools to differentiate and personalize instruction to individual learner needs. The seamless integration of technology and student iPads devices also allows teachers to monitor learning progressions helping to ensure success for all students including those who are English learners. All students are inspired to read, write and argue like scientists to gain a better understanding of the world, as they gain skills needed to master the Next Generation Science Standards. The Amplify Science core curriculum instructional materials is recommended for use in the middle school classrooms as supplemental materials.

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services and the Director of MSAP that the Board of Trustees approve this item as presented.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/20/18

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

Approval to attend Out of State Conference – Chicago, Illinois (Freeman/DeGenna)

The Board’s approval is requested for the following staff to attend the Biliteracy Curriculum Mapping and BUF Writing Institute 2018 in Chicago, Illinois:

- Dr. Ana DeGenna, Director of Dual Language Program
- Leticia Ramos, Principal of Elm School
- Dr. Jodi Nocero, Principal of Kamala School
- Aracely Fox, Principal of Soria School
- Teresa Guerra, ELD TOSA
- Erica Zambrano, ELD TOSA
- Erika Ragan, Reading Specialist
- TBD

The team will be attending the conference from July 31 through August 3, 2018 in Chicago, Illinois. The four day institute is by invitation only and focuses on biliteracy curriculum development and the BUF (Biliteracy Unit Framework) writing process.

FISCAL IMPACT:

To be paid from Title I Funds - Not to exceed \$25,000 in airfare, ground travel, lodging and meals.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Dual Language that the Board of Trustees approve the out of state conference attendance as outlined above.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/20/18

- Study Session: _____
Closed Session: _____
A-1. Preliminary _____
A-11. Reports _____
B. Hearings: _____
C. Consent Agenda X Agreement Category:
 _____ Academic
 X Enrichment
 _____ Special Education
 _____ Support Services
 _____ Personnel
 _____ Legal
 _____ Facilities
D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approve Mural at Sierra Linda School (Freeman/Cwiklo)

The Board's approval is requested on the Oxnard Education Foundation funded mural. If approved the mural will be installed at Sierra Linda over the summer break. Gloria Centurion, the muralist who installed a mural at Haydock has been chosen to install the mural at Sierra Linda. The mural will be painted on the long side of the cafeteria where students pass each morning on their way onto the campus.

The proper steps stated in Administrative Procedures 4306 have been followed to proceed forward with board approval.

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Assistant Principal, Pam Cwiklo that the Board of Trustees approve this item to be paid with Oxnard Education Foundation funds.

ADDITIONAL MATERIAL: Mural design



OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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

Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2018/2019 (Penanhoat/Franz)

In an effort to reduce costs and reduce continuous board approval requests throughout the year, District Administration requests the Board's approval to use piggyback bids to purchase products and services. The District has used piggyback bids such as California Multiple Award Schedules (CMAS), CalSave, Los Angeles Unified School District contracts, National Intergovernmental Purchasing Alliance (National IPA), National Joint Powers Alliance (NJPA), U.S. Communities and Western States Contracting Alliance to purchase computers, equipment, office supplies, custodial supplies, copiers, furniture, printers and more.

The State of California Department of General Services (DGS) and Public Contract Code §20118 allow school districts to participate in Cooperative Purchasing Programs. Districts and other agencies throughout California and other states may include a piggyback clause in their bid documents and contracts with vendors. This allows other Districts, if beneficial, to bypass their own bid process and utilize goods or services that have already been bid. Large districts purchasing a high volume of goods/services that include a piggyback clause in their contracts, will allow other districts to benefit in the cost savings. Purchasing staff will evaluate and compare bid pricing of available programs to determine the most cost effective avenue for the District.

FISCAL IMPACT:

Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Director of Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented.

ADDITIONAL MATERIAL(S):

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1ST Reading _____ 2nd Reading _____

Selection of Vendors for Child Nutrition Program (Penanhoat/Lugotoff)

The Oxnard School District Department of Child Nutrition Services is making recommendations for vendor selection for the 2018-19 school year. The selected vendors have a history of providing a high quality of products and service to the district.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2018-19 school year.

ADDITIONAL MATERIAL

Attached: Memo from Suzanne Lugotoff dated May 24, 2018 (1 page)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

Child Nutrition Services

To: Janet Penanhoat, Assistant Superintendent
From: Suzanne Lugotoff, Director of Child Nutrition Services
Date: May 24, 2018
Re: **Selection of Vendors for Child Nutrition Services, 2018-19 School Year**

Oxnard School District Child Nutrition Department is making recommendations for vendor selections for the 2018-19 school year. The selected vendors have a history of providing high quality of products and service to the district.

Grocery and Dry Goods

The recommended vendor is Jordano's Food Service Inc. for grocery and dry goods. Jordano's was selected through competitive bid conducted by the Oxnard School District for grocery and dry goods distribution in May of 2017. The bid can be rolled over for the 2018-19 school year.

Frozen and Commodity Foods Distribution

The recommended vendor is Gold Star Foods-Frozen Foods. Gold Star was selected through competitive bid conducted by the Super Coop in May 2017. The bid has an active piggyback clause. The bid can be rolled over for the 2018-19 school year.

Paper and Plastics Products

The recommended vendor is P and R Paper Supply. P and R Paper Supply was selected through a competitive bid conducted by the Oxnard School District in 2018-19 as the paper and plastics distributor.

Milk and Dairy Products

The recommended vendor for dairy products is Driftwood Dairy. Driftwood Dairy was selected through competitive bid conducted by the Oxnard School District in 2016 as the milk and dairy distributor. The bid can be rolled over for the 2018-19 school year.

Produce

The recommended vendor is the Berry Man Inc. Produce company. The Berry Man was selected through a competitive bid conducted by the Oxnard School District in 2018-19 as the fresh produce distributor.

Bread and Bakery Goods

The recommended vendor is Puritan Bakery. The Oxnard School District is piggybacking on the Ventura Unified School District Bread and Bakery Products Bid that was conducted in May of 2016. The bid can be rolled over for the 2018-19 school year.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1ST Reading _____ 2nd Reading _____

Approval of 2018-19 Education Protection Account (EPA) Spending Plan (Penanhoat/Crandall Plasencia)

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEA's) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit or charter school general purpose state aid equal to the amount of their EPA entitlement. LEA's received EPA payments quarterly beginning with the 2013-14 fiscal year.

Proposition 30 requires that the use of EPA funds be determined by the governing board at an open public meeting. EPA funds can only be spent on instructional functions of the school district.

It is estimated that Oxnard School District will receive \$19,742,859.00 in EPA funding for 2018-19 fiscal year. The Assistant Superintendent, Business & Fiscal Services and the Director of Finance recommend the funds be used as outlined on the attachment.

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 the 2018-19 Education Protection Account Spending Plan as per the attachment.

ADDITIONAL MATERIAL

Attached: 2018-19 Planned Education Protection Account Expenditures (1 page)



**OXNARD SCHOOL DISTRICT
2018-19 PLANNED EDUCATION PROTECTION
ACCOUNT EXPENDITURES**

2018-19 Adopted Budget

Estimated EPA Amount Available

\$ 19,742,859

Estimated Amount per Site Distribution-Expenditure Function 1000
(Instruction, Salary & Benefits)

Soria	\$	1,192,922
Curren	\$	1,178,010
Driffill	\$	1,386,772
Elm	\$	715,753
Frank	\$	1,610,445
Fremont	\$	1,312,214
Harrington	\$	656,107
Haydock	\$	1,103,453
Chavez	\$	1,163,099
Kamala	\$	1,342,037
Lemonwood	\$	1,103,453
Marina West	\$	775,399
McAuliffe	\$	835,045
McKinna	\$	924,515
Marshall	\$	715,753
Ramona	\$	745,576
Ritchen	\$	775,399
Brekke	\$	715,753
Rose Avenue	\$	685,930
Sierra Linda	\$	805,222
	\$	19,742,859

2018-19 Total Estimated Expenditures

\$ 19,742,859

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1ST Reading _____ 2nd Reading _____

Resolution #18-01 to Authorize Appropriation Transfers for 2017-2018 (Penanhoat/Crandall Plasencia)

The administration is requesting Board Approval of Resolution #18-01, authorizing the Assistant Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary for the 2017-2018 fiscal year.

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 #18-01 to authorize appropriation transfers for the 2017-18 fiscal year, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIAL

Attached: Resolution #18-01 (1 page)

OXNARD SCHOOL DISTRICT
RESOLUTION #18-01
TO AUTHORIZE APPROPRIATION TRANSFERS

WHEREAS, the Oxnard School District has need to make appropriation transfers at year end to permit the payment of obligations of the district incurred during the school year; and

WHEREAS, the district may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification;

BE IT THEREFORE RESOLVED that the Oxnard School District authorizes the Assistant Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary to permit payment of obligations of the District incurred during the 2017-18 fiscal year.

Adopted this 20th day of June, 2018.

Ayes:

Noes:

Absent:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 20, 2018.

President, Board of Trustees
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1ST Reading _____ 2nd Reading _____

Resolution #18-02 for Authorization to Make Temporary Loans Between District Funds for 2018-2019 (Penanhoat/Crandall Plasencia)

The Administration is requesting Board approval of Resolution #18-02, allowing for temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2018-2019 fiscal year.

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 #18-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIAL

Attached: Resolution #18-02 (1 page)

**OXNARD SCHOOL DISTRICT
RESOLUTION #18-02
TO AUTHORIZE TEMPORARY TRANSFER
OF FUNDS FISCAL YEAR 2018-2019**

WHEREAS, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of the fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

WHEREAS, when there are insufficient funds to meet district obligations in the fund, and

WHEREAS, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

WHEREAS, repayment of the temporary loan will be made from income received, and

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2018-2019 fiscal year.

PASSED AND ADOPTED this 20th day of June, 2018 by the Board of Trustees of the Oxnard School District of Ventura County, California, by the following vote:

Ayes:

Noes:

Absent:

President, Board of Trustees
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1ST Reading _____ 2nd Reading _____

Resolution #18-03: Authorization for Expenditure Transfers for 2018-2019 (Penanhoat/Crandall Plasencia)

The Administration is requesting Board approval of Resolution #18-03 authorizing the Superintendent to make such expenditure transfers as may be necessary to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2018-2019 fiscal year.

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 #18-03 authorizing expenditure transfers for the 2018-19 fiscal year, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIAL

Attached: Resolution #18-03 (1 page)

OXNARD SCHOOL DISTRICT

**RESOLUTION #18-03
AUTHORIZATION FOR EXPENDITURE TRANSFERS**

WHEREAS, The School Business and Advisory Services of the Ventura County Office of Education requires minutes orders of the Board accompany the notice of expenditure transfers, and

WHEREAS, a blanket authorization would satisfy this requirement;

BE IT THEREFORE RESOLVED that the Oxnard School District Board of Trustees hereby authorize the Superintendent to make such expenditure transfers as may be necessary for the 2018-2019 fiscal year, to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2018-2019 fiscal year.

ADOPTED THIS 20th day of June, 2018.

AYES:

NOES:

ABSENT:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 20, 2018.

President, Board of Trustees
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1ST Reading _____ 2nd Reading _____

**Resolution #18-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees After July 1, 2018
(Penanhoat/Crandall Plasencia)**

The Administration is requesting Board approval of Resolution #18-04, reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2018.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve Resolution #18-04 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2018, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIAL

Attached: Resolution #18-04 (1 page)

OXNARD SCHOOL DISTRICT

RESOLUTION #18-04

**AUTHORITY FOR THE BOARD OF TRUSTEES TO
IMPROVE SALARIES AND BENEFITS FOR CERTAIN
CATEGORIES OF EMPLOYEES AFTER JULY 1, 2018**

The recommendation is that the Board of Trustees reserve the right to grant to those employees who are members of the confidential, supervisory, or management groups, and as such are not covered by labor contracts, the right to salary and benefits improvements. This Resolution would remove any doubt that the Board of Trustees has the right to improve salaries and benefits to non-represented employees on or after July 1, 2018, and to set the amounts and effective date of any such improvements.

WHEREAS, employees who are in confidential, supervisory, or management positions, whether certificated or classified, and as such, no members of collective bargaining units, and their salaries and benefits are not negotiated in labor contracts; and,

WHEREAS, the Board of Trustees believes that salary and benefits consideration should be given to employees in confidential, supervisory, or management positions,

THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District reserves the right to consider and to improve salaries and benefits of confidential, supervisory or management employees in Fiscal Year 2018-2019 and to make any such salary and benefits improvements effective July 1, 2018, or at any date thereafter during Fiscal Year 2018-2019.

This is to certify that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 20, 2018.

AYES:

NOES:

ABSENT:

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 06/20/18

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 1ST Reading _____ 2nd Reading _____

Purchase Order/Draft Payment Report #17-08(Penanhoat/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 5/03/2018 through 06/01/2018 for the 2017-2018 school year, for \$2,289,131.03.
2. A listing of Purchase orders issued 5/03/2018 through 06/01/2018 for the 2018-2019 school year, for \$4,395,056.01.
3. A listing of Draft Payments issued 5/03/2018 through 06/01/2018 for the 2017-2018 school year, D7697-D7 for the total amount of \$1,792.17.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-08 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #17-08 (14 Pages)

Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04577	Staples Direct	FRANK	Mat/Sup. - Instructional	115.66
P18-04605	Educational Innovations	ED SERVICES	MSTL/SUP Haydock	207.74
P18-04607	ADORAMA INC	ED SERVICES	MATL/SUP Haydock	371.63
P18-04608	ADORAMA INC	ED SERVICES	MATL/SUP Haydock	271.53
P18-04609	Global Equipment Co Inc	ED SERVICES	MATL/SUP Haydock	687.93
P18-04610	Learning Links - USA, Inc	ED SERVICES	MATL/SUP Hyadock	172.06
P18-04611	Curriculum Associates Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	28.96
P18-04612	Voyager Sopris Learning, Inc	FRANK	MATL/SUP - INSTRUCTIONAL	468.41
P18-04613	The Library Store Inc	FRANK	MATL/SUP - INSTRUCTIONAL	212.32
P18-04615	Raymond Geddes And Co Inc	CURREN	mat/sup - instructional	102.41
P18-04616	CN School & Office Sol, Inc Cu Iver-Newlin	ENGLISH LEARNE	MAT/SUPL	433.83
P18-04618	Sweetwater Sound Inc Sweetwater r Music Ed Tech	ED SERVICES	MATL/SUP Haydock	199.99
P18-04620	Carson Dellosa Publishing Co	FREMONT	Materials & Supplies-Instructional	81.81
P18-04621	Lakeshore Learning Materials-V	FREMONT	Materials and Supplies - Instructional	260.76
P18-04623	Teachers Pay Teachers	SIERRA LINDA	Mat/Sup - Instructional	200.00
P18-04624	Teachers Pay Teachers	SIERRA LINDA	Mat/Sup - Instructional	145.00
P18-04625	Treetop Publishing	SIERRA LINDA	Mat/Sup - Instructional	356.40
P18-04626	Treetop Publishing	SIERRA LINDA	Mat/Sup - Instructional	356.40
P18-04627	Curriculum Associates Inc	SIERRA LINDA	Mat/Sup - Instructional	180.79
P18-04628	Jones School Supply Co Inc	SIERRA LINDA	Mat/Sup - Instructional	166.87
P18-04629	Jordanos Inc	WAREHOUSE	MATLS	414.72
P18-04632	Staples Direct	RITCHEN	MATL/SUP-Instructional	230.54
P18-04633	Amazon Com	Pupil Srvs	MATL/SUP	14.00
P18-04637	GOBULK.COM	SIERRA LINDA	Mat/Sup - Instructional	92.22
P18-04639	Grays Harbor Historical Seapt	KAMALA	SERVICES-INST	297.00
P18-04640	Demco Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	221.29
P18-04641	ADVANCED CLASSROOM TECHNOLOGIE S, INC	SIERRA LINDA	Mat/Sup - Instructional	144.30
P18-04642	Apple Computer Inc	SIERRA LINDA	Mat/Sup - Instructional	61.42
P18-04643	NSX Technologies, Inc Anywhere Cart	SIERRA LINDA	Mat/Sup - Instructional	241.36
P18-04644	Liz Party Rental	KAMALA	Rental-Instr	450.00
P18-04645	Vanderbilt University	CURREN	mat/sup - instructional	326.48
P18-04648	Lego Education	BREKKE	MAT/SUP-INSTRUCTIONAL	555.88
P18-04649	CDW G	BREKKE	MAT/SUP-INSTRUCTIONAL ADMIN	137.55
P18-04653	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Def Maint Flooring / Curren	940.00
P18-04654	Taylors Steel And Welding	FACILITIES	Materials and Supplies	144.01
P18-04657	ASCD	ED SERVICES	MSAP Membership	150.00
P18-04667	SOUTH COAST FAMILY FUN CTR INC SKY ZONE	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	650.00
P18-04668	Camino Real Naturalits & Histo rical Interpreters	MCKINNA	serv-instructional	602.00
P18-04669	John A Lagomarsino IV Lagomars ino Transport	ASES	SERVICE	750.00
P18-04670	J Taylor Education, Inc	FREMONT	Mat/sup - Intructional	74.35
P18-04672	Jordanos Inc	CNS	supplies	452.13
P18-04673	Ashton Awards Inc Aswell Troph y	MCKINNA	mat/sup-instructional	314.52

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04674	Ashton Awards Inc Aswell Troph y	HARRINGTON	Materials & Supplies Instruction	48.70
P18-04675	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUPL/TUPE	500.00
P18-04676	Staples Direct	Pupil Srvs	MATL/SUPL/TUPE	400.00
P18-04677	Amazon Com	Pupil Srvs	MATL/SUPL/TUPE	300.00
P18-04678	Home Depot Inc	ERC	Matl/Sup	42.33
P18-04679	Sams Club 6455	ERC	Matl/Sup	54.06
P18-04680	Office Depot Bus Ser Div	FRANK	Matl/Sup - Instructional	467.79
P18-04681	Office Depot Bus Ser Div	LEMONWOOD	MAT/SUPP (Instructional)	472.19
P18-04683	Office Depot Bus Ser Div	SIERRA LINDA	Matl/Sup	27.63
P18-04684	Walmart	Pupil Srvs	MATL/SUP	100.00
P18-04685	Walmart	Pupil Srvs	MATL/SUP	100.00
P18-04686	Dell Direct Sales Lp	RAMONA	Matl/Suppl	185.87
P18-04689	Gopher Sport	HAYDOCK	MATL/SUPPLY-INSTRUCTION	414.51
P18-04691	Superior Sanitary Supplies	SAN MIGUEL	MATL/SUPP (Custodial)	87.92
P18-04692	Jones School Supply Co Inc	ED SERVICES	MATLS/SUPPL-INSTRUCTIONAL	436.34
P18-04693	Mystery Science Inc	LEMONWOOD	MAT/SUPP (Instructional)	499.00
P18-04694	School Specialty Inc	HARRINGTON	Material and supplies Instruction	32.05
P18-04695	Lakeshore Learning Materials-V	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	161.59
P18-04696	School Health Corporation	LEMONWOOD	MATLS/ NURSE	447.63
P18-04697	Lakeshore Learning Materials-V	NFL	Matl/Sup	537.67
P18-04700	Lowe's	WAREHOUSE	Supplies	500.00
P18-04701	Scholastic Inc	ELM	BKS - Instructional	156.24
P18-04702	Scholastic Inc	ELM	BKS - Instructional	357.73
P18-04703	Scholastic Inc	ELM	BKS - Instructional	173.48
P18-04704	Scholastic Inc	ELM	BKS-Instructional	324.33
P18-04705	Scholastic Inc	ELM	BKS - Instructional	353.25
P18-04706	Scholastic Inc	ELM	BKS - Instructional	353.72
P18-04707	Scholastic Inc	ELM	BKS - Instructional	418.94
P18-04708	Scholastic Inc	ELM	BKS - Instructional	353.06
P18-04709	Scholastic Inc	ELM	BKS - Instructional	359.14
P18-04713	CDW G	IT	SERV (License for OPIE)	380.00
P18-04715	Lectorum Publications Inc	ELM	BKS - Instructional	251.77
P18-04716	Lectorum Publications Inc	ELM	BKS - Instructional	231.92
P18-04718	Lectorum Publications Inc	ELM	BKS - Instructional	318.77
P18-04719	Lectorum Publications Inc	ELM	BKS - Instructional	342.89
P18-04720	Lectorum Publications Inc	ELM	BKS - Instructional	354.10
P18-04721	Really Good Stuff	ELM	BKS - Instructional	414.00
P18-04722	Henry Schein	WAREHOUSE	Stores Supplies	474.10
P18-04723	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	512.03
P18-04724	Sams Club 6455	WAREHOUSE	Stores Supplies	283.94
P18-04725	Office Depot Bus Ser Div	GRAPHICS	Materials and supplies	34.46
P18-04726	Sears Roebuck And Co	GRAPHICS	Materials and Supplies	67.87
P18-04730	Professional Binding Products,	GRAPHICS	Materials and Supplies	202.68
P18-04733	Veritiv Operating Company	WAREHOUSE	Stores Supplies	703.39
P18-04738	Walmart	DRIFFILL	matl/supp-instructional	440.00
P18-04740	Chemsearch Division	FACILITIES	Plumbing Supplies	528.27
P18-04742	SkillPath Seminars Inc	SUPERINTENDEN`	CONF	398.00
P18-04743	CDW G	SAN MIGUEL	MATL/SUPP (Phone headsets)	392.72

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04751	Ashton Awards Inc Aswell Troph y	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	360.75
P18-04752	Softintegration, Inc	FRANK	Serv - Instructional	375.00
P18-04753	CDW G	SUPERINTENDEN	COMP SUP	151.21
P18-04754	Pyro Comm Systems Inc	FACILITIES	Prof Service / Drifill	500.00
P18-04755	Pride Barco Lock Company	FACILITIES	Locksmith supplies	612.50
P18-04756	Petroleum Telcom Inc DBA Telec om	RITCHEN	MATL/SUP-Instructional	19.93
P18-04757	Home Depot Inc	MARINA	MATL/SUPL-Instructional	292.91
P18-04758	Lakeshore Learning Materials-V	RITCHEN	Mat/Sup-Instructional	260.68
P18-04759	Apple Computer Inc	IT	MATL/SUP (Valerie)	191.80
P18-04760	CelFix	IT	REPAIRS (1:1)	589.92
P18-04762	Apple Computer Inc	IT	MATL/SUP (Dawud/Apple TV)	192.87
P18-04764	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	182.60
P18-04766	Amazon Com	LEMONWOOD	materials/LCFF	212.80
P18-04767	Petroleum Telcom Inc DBA Telec om	LEMONWOOD	Materials/Supplies	193.95
P18-04768	Oriental Trading Co Inc	LEMONWOOD	MAT/SUPPLIES (Instructional)	297.75
P18-04769	Carl Aspuria	LEMONWOOD	SERVICES (Instructional)	250.00
P18-04771	Gopher Sport	LEMONWOOD	MAT/SUPPLIES (Instructional)	223.65
P18-04774	Ccp Industries	WAREHOUSE	Stores Supplies	840.20
P18-04777	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	534.44
P18-04780	Factory Express	GRAPHICS	Equipment	645.42
P18-04782	Dell Direct Sales Lp	GRAPHICS	Equipment - Computer	679.36
P18-04783	Amazon Com	SAN MIGUEL	MATL/SUPP (Infant)	500.00
P18-04786	Amazon Com	SAN MIGUEL	MATL/SUPP (J Chavez)	715.00
P18-04787	Tri County GATE Council c/o No ra Howells	SORIA	CONF (Instructional)	135.00
P18-04788	Natl Assoc School Nurs	Pupil Srvs	CONF	415.00
P18-04789	GLEND A C. MAHON dba ACTION PRE PAREDNESS TRAIN	HR	Serv-	400.00
P18-04790	Dept Of Toxic Substances Ctr	FACILITIES	Fees / Lemonwood	167.48
P18-04794	Downtown Grand Las Vegas Hotel	ED SERVICES	CONF	257.64
P18-04795	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	52.72
P18-04796	Staples Direct	NFL	Mat/Sup	852.71
P18-04798	Ashton Awards Inc Aswell Troph y	ED SERVICES	MATL/SUPPL	65.99
P18-04799	Amazon Com	LEMONWOOD	BOOKS (Instruction)	80.94
P18-04800	Amazon Com	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	94.66
P18-04801	Ventura Co Office Of Education	HAYDOCK	CONF/INSTRUCTION	250.00
P18-04802	California Science Center	HAYDOCK	SERV/INSTRUCTION	95.00
P18-04803	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	517.20
P18-04804	Ashton Awards Inc Aswell Troph y	PERSONNEL	mtls/sup	251.81
P18-04805	Amazon Com	RISK MGMT	GENERAL FUND-SUPPLIES FOR NORMA MAGANA	21.53
P18-04806	Apple Computer Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	93.74
P18-04808	Staples Direct	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	131.61
P18-04811	PCASC 2015 Mini-Conference Row land USD c/o J Stiegelmar	PERSONNEL	conf	198.00

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04812	Office Depot Bus Ser Div	RITCHEN	EQUIP-Admin	544.85
P18-04814	Sams Club 6455	PERSONNEL	mat/sup	83.87
P18-04818	School Tech Supply	ENGLISH LEARNE	MAT/SUPL	79.63
P18-04819	Tri County GATE Council Linda Calvin	HAYDOCK	CONF/INSTRUCTION	90.00
P18-04822	Monster Technology LLC	LEMONWOOD	MAT/SUPP School Admin	257.52
P18-04823	Ventura Co Star	CNS	other services	347.88
P18-04824	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	94.38
P18-04825	Barnes And Noble	RITCHEN	MATL/SUP-Instructional	387.87
P18-04826	Santa Barbara Zoo	KAMALA	SERV-INST	972.00
P18-04827	Bernardo's Flowes Inc	PERSONNEL	mat/sup	150.48
P18-04829	Southwest Airlines	Pupil Srvs	CONF	400.60
P18-04831	Home Depot Inc	DRIFFILL	MATL/SUPP-instructional	538.01
P18-04832	Downtown Grand Las Vegas Hotel	BUSINESS	CONF	257.64
P18-04837	Oriental Trading Co Inc	ASES	MTRL/SUPL	458.01
P18-04839	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instructional	54.88
P18-04840	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	622.58
P18-04841	Regency Lighting	WAREHOUSE	Stores Supplies	958.99
P18-04844	BSN Sports	WAREHOUSE	Stores Supplies	452.55
P18-04845	Ashton Awards Inc Aswell Troph y	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	94.82
P18-04848	Grainger Inc	WAREHOUSE	STORES	307.84
P18-04852	Island Packers Co	MARINA	PROF/CONS SERV-Instructional	435.00
P18-04854	Petroleum Telcom Inc DBA Telec om	DRIFFILL	mat/supp-instructional	465.00
P18-04857	Office Depot Bus Ser Div	NFL	Mat/Sup	674.50
P18-04859	Lakeshore Learning Materials-V	HAYDOCK	MATL/SUPPLY-INSTRUCTION	273.60
P18-04860	Affordable Tables And Chairs,	ED SERVICES	Rental	283.50
P18-04863	Amazon Com	IT	MATL/SUP (Open PO)	538.75
P18-04864	Ashton Awards Inc Aswell Troph y	ELM	Mat/sup - Instructional	182.91
P18-04866	Santa Barbara Zoo	SIERRA LINDA	SERV - Instructional	288.00
P18-04867	Monster Technology LLC	SIERRA LINDA	Mat/Sup - Instructional	496.73
P18-04868	Durham School Services	MARINA	OTHER OPER COSTS/PROF SERV-Instructional	403.76
P18-04869	Underwood Family Farms	CURREN	serv - instructional	824.00
P18-04870	Ashton Awards Inc Aswell Troph y	MARSHALL	MATL/SUP - Instruction	98.05
P18-04871	CURVATURE, INC CURVATURE LLC	BUDGET	Office Equipment	140.08
P18-04872	Flinn Scientific Inc	FREMONT	Materials and Supplies Instructional	970.29
P18-04873	Harbor Freight Tools	SIERRA LINDA	Mat/Sup - Instructional	256.61
P18-04876	Constance Marie Halpern Mrs. F igs' Bookworm	DRIFFILL	Bks other than textbooks-instructional	308.46
P18-04877	Zeeni.com DBA Prieto Sports	DRIFFILL	MATL/SUPP-instructional	143.68
P18-04879	Ventura Co Community College D	DRIFFILL	SERV-instructional	343.00
P18-04882	Smart And Final Iris Co	RAMONA	Matl- Donations Sports banquet	125.00
P18-04883	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	500.00
P18-04885	Amazon Com	Pupil Srvs	MATL/SUP	8.84
P18-04886	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (J Chavez)	25.00
P18-04887	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instructional	99.08
P18-04888	Amazon Com	SIERRA LINDA	Mat/Sup - Instructional	227.21
P18-04889	Amazon Com	SIERRA LINDA	Mat/Sup - Instrucional	69.97

*** See the last page for criteria limiting the report detail.

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04890	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instructional	123.87
P18-04891	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instructional	107.69
P18-04892	Super Duper Inc	Special Ed	MATL/SUP	162.54
P18-04893	Ventura Co Business Machines	SIERRA LINDA	Mat/Sup - Instructional	156.87
P18-04894	Apple Computer Inc	Special Ed	Mat's	322.17
P18-04895	CDW G	Special Ed	Mat's	81.89
P18-04896	School Tech Supply	SIERRA LINDA	Mat/Sup - Instructional	113.42
P18-04897	SOCIETY OF HEALTH AND PHYSICAL EDUCATORS	Special Ed	Material	303.83
P18-04898	Monster Technology LLC	SIERRA LINDA	Mat/Sup - Instructional	201.49
P18-04900	Sears Roebuck And Co	GRAPHICS	Materials and Supplies	107.62
P18-04901	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	45.22
P18-04902	Amazon Com	SAN MIGUEL	MATL/SUPP (Infant)	240.02
P18-04904	Office Depot Bus Ser Div	SIERRA LINDA	Mat/Sup - Instructional	44.19
P18-04905	Infant Development Assoc Of	SAN MIGUEL	CONF	600.00
P18-04908	Office Depot Bus Ser Div	SIERRA LINDA	Mat/Sup - Instructional	149.77
P18-04912	Otter Graphics, Inc	SAN MIGUEL	MATL/SUPP (Printer ink)	347.39
P18-04914	Super Duper Inc	Special Ed	Mat's	117.70
P18-04918	Walmart	Pupil Srvs	MATL/SUP	100.00
P18-04919	Walmart	DRIFFILL	mat/supp-instructional	333.71
P18-04920	Walmart	SAN MIGUEL	MATL/SUPP (J Chavez)	44.58
P18-04921	Ventura Co Business Machines	BUDGET	Equipment Repair	466.74
P18-04922	Amazon Com	LEMONWOOD	MAT/SUPP	129.19
P18-04924	Walmart	DRIFFILL	MATL/SUPP-instructional	402.60
P18-04926	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	210.11
P18-04927	Smart And Final Iris Co	MCKINNA	mat/sup-insructional	400.00
P18-04934	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	577.81
P18-04936	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instructional	174.45
P18-04937	Amazon Com	SIERRA LINDA	Mat/Sup - Instructional	603.32
P18-04938	Amazon Com	SIERRA LINDA	Mat/Sup - Instructional	567.78
P18-04940	Amazon Com	SIERRA LINDA	Mat/Sup - Instructional	225.43
P18-04941	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instructional	286.92
P18-04943	Ajax Refrigeration	CNS	other services	139.78
P18-04944	Ventura Co Educators Hall Of F	SUPERINTENDEN	CONF	600.00
P18-04947	Kelly Paper	GRAPHICS	Materials and Supplies	761.79
P18-04948	Scholastic Inc	FREMONT	BOOKS - INSTRUCTIONAL	154.06
P18-04949	Blick Art Materials	SIERRA LINDA	Mat/Sup - Instructional	758.50
P18-04950	Monster Technology LLC	SIERRA LINDA	Mat/Sup - Instructional	317.86
P18-04951	Skating Plus	ASES	SERV	205.56
P18-04952	Foundation Building Matls, LLC	FACILITIES	Materials and Supplies	463.34
P18-04953	Foundation Building Matls, LLC	FACILITIES	Materials and Supplies	880.97
P18-04954	Montgomery Hardware Company	FACILITIES	Materials and Supplies	639.39
P18-04957	Staples Direct	SIERRA LINDA	Mat/Sup - Instructional	145.40
P18-04960	Office Depot Bus Ser Div	NFL	Mat/Sup	189.11
P18-04961	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	151.90
P18-04962	Jostens, Inc	CURREN	mat/sup - instructional	299.43
P18-04963	Amazon Com	SIERRA LINDA	Mat/Sup - Instructional	250.00

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-04964	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	250.00	
P18-04965	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	250.00	
P18-04966	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	100.00	
P18-04967	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	550.00	
P18-04968	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	250.00	
P18-04969	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	250.00	
P18-04970	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	250.00	
P18-04971	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	250.00	
P18-04972	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	115.00	
P18-04973	Home Depot Inc	RAMONA	Matl/Supl	100.00	
P18-04974	Southwest Airlines	ASES	SERV	440.96	
P18-04975	Rotary Club Of Oxnard	SUPERINTENDEN	DUES/MEMB	280.00	
P18-04976	Ventura CoTransportation Com	Pupil Srvs	MATL/SUP	58.19	
P18-04978	Covell Graphics Fastsigns of Oxnard	TRANSPORTATIO	Parts and Labor	944.88	
P18-04979	A Z Bus Sales Inc	TRANSPORTATIO	Repairs	288.75	
P18-04980	Ashton Awards Inc Aswell Trophy	RITCHEN	MATL/SUP-Instructional	183.18	
P18-04981	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	245.20	
P18-04982	Ashton Awards Inc Aswell Trophy	CNS	supplies	215.50	
P18-04983	Aswell Trophy And Engraving	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	38.79	
P18-04984	School Life, div of ImageStuff	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	522.59	
P18-04985	Staples Direct	SIERRA LINDA	Matl/Sup - Instructional	163.68	
P18-04987	Starfall Education Foundation	LEMONWOOD	SOFTWARE APPS (Instructional)	.00	
P18-04989	Office Depot Bus Ser Div	SIERRA LINDA	Matl/Sup - Instructional	205.94	
P18-04990	Smart And Final Iris Co	RAMONA	Materials/Supp- AR	100.00	
P18-04991	Best Buy	MARINA	COMP SUPL SOFTWARE - Instructional	268.30	
P18-04992	School Tech Supply	GRAPHICS	Equipment - Cables	54.17	
P18-04996	NSX Technologies, Inc Anywhere Cart	SIERRA LINDA	Matl/Sup - Instructional	201.37	
P19-00009	Sacramento Co Office Of Ed	ED SERVICES	Conf	500.00	
P19-00010	Sacramento Co Office Of Ed	ASSESS ACCOUN	Conf	400.00	
P19-00017	Tom Rey Garcia dba/ Tomas Cafe & Gallery	SUPERINTENDEN	SUP	500.00	
P19-00018	Fresh & Fabulous Cafe-Bakery	SUPERINTENDEN	SUP	250.00	
P19-00019	Calif Dept Of Educ	ASSESS ACCOUN	Conf	100.00	
P19-00027	Embassy Suites San Diego Bay	ED SERVICES	Conf	794.61	
P19-00030	CA Dance & Movement Workshop	HAYDOCK	CONF/INSTRUCTION	935.00	
P19-00033	School Serv Of Calif Inc	BUSINESS	CONF	705.00	
P19-00034	Orange Co Dept Of Education	Pupil Srvs	CONF	674.97	
P19-00035	DoubleTree by Hilton Hotel Los Angeles- Commerce	ASSESS ACCOUN	Conf	467.64	
Total Number of POs			259	Total	81,128.67

Fund Recap

Fund	Description	PO Count	Amount
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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

Fund Recap

<u>Fund</u>	<u>Description</u>	<u>PO Count</u>	<u>Amount</u>
010	GENERAL FUND	239	71,509.68
120	CHILD DEVELOPMENT FUND	1	537.67
130	CAFETERIA FUND	4	1,155.29
213	BOND FUND MEASURE R 2012	2	615.11
214	BOND FUND MEASURE D 2016	3	1,983.70
	Total Fiscal Year 2018		75,801.45
010	GENERAL FUND	10	5,327.22
	Total Fiscal Year 2019		5,327.22
	Total		81,128.67

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-00087	2,150.00	010-5901	GENERAL FUND/POSTAGE	650.00
P18-00099	4,986.93	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P18-00152	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	181.74
P18-00174	2,173.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-00263	9,900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	900.00
P18-00318	3,400.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	400.00
P18-00371	1,916.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P18-00480	37,500.00	010-5900	GENERAL FUND/COMMUNICATIONS	2,643.00-
P18-00533	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	851.52
P18-00535	13,364.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	388.00
P18-00540	1,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P18-00855	2,740.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	740.00
P18-00911	1,550.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	828.22
P18-00948	3,050.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	350.00
P18-01059	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	317.63
P18-01295	6,896.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	100.00
P18-01517	6,896.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	431.00
P18-02088	850.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	350.00
P18-02893	3,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-03070	747.53	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P18-03090	550.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	187.24
P18-03850	2,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00
P18-04131	340.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	140.76
P18-04208	2,231.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	438.62
P18-04388	5,744.22	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	804.76
		010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	.01
			Total PO P18-04388	804.77
P18-04433	232.57	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	156.62
P18-04543	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	661.25
P18-04714	16,225.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	295.00
P18-04821	7,214.94	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	734.85
P18-04880	2,777.02	010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	30.04-
			Total PO Changes	9,834.18

Information is further limited to: (Maximum Amount = 999.99)

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP18-00074	P And R Paper Supply Co	CNS	stores	4,493.74
NP18-00075	Gold Star Foods	CNS	stores	19,032.97
NP18-00076	Gold Star Foods	CNS	stores	13,958.00
NP18-00077	P And R Paper Supply Co	CNS	stores	5,799.46
NP18-00078	Gold Star Foods	CNS	stores	18,310.37
NP18-00079	P And R Paper Supply Co	CNS	stores	4,494.97
NP18-00080	Gold Star Foods	CNS	stores	14,388.48
NP18-00081	P And R Paper Supply Co	CNS	stores	5,312.18
P18-00008	US Bank CM-9690	BUDGET	Services/Fees	13,200.00
P18-04606	Hensons Music Center	ED SERVICES	MATL/SUP Haydock	2,478.25
P18-04614	Curriculum Associates Inc	CURREN	matl/sup- instructional	2,360.74
P18-04617	Empire Cleaning Supply	FACILITIES	Equipment	2,473.94
P18-04619	Textbook Warehouse LLC Textbook Warehouse	ERC	TextBooks	2,602.16
P18-04622	YOUTHFUL INNOVATIONS LLC dba/S EAT SACK	DRIFFILL	MATL/SUPP-Instructional	1,499.07
P18-04630	Channel Islands Roofing Inc	FACILITIES	DEF MAINT/BLDG (OSC ROOF REPAIR)	40,309.00
P18-04631	Wyche Oak Park Apts Inc DBA Hilton Garden Inn Oxnard	ED SERVICES	MSAP CONF	1,650.80
P18-04634	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	7,699.62
P18-04635	BEST CONTRACTING SERVICES INC.	FACILITIES	DEF MAINT/BLDG (HAYDOCK ROOF REPAIR)	480,611.00
P18-04636	Leopaul A. Martinez Jr	HAYDOCK	MATL/SUPPLY-INSTRUCTION	3,282.92
P18-04638	Brainpop Com LLC	KAMALA	ONLINE SUB-INSTR	2,395.00
P18-04646	FOLLETT SCHOOL SOLUTIONS, INC	CURREN	bks - instructional	5,387.50
P18-04647	MobyMax, LLC	CURREN	online subscriptions - instructional	3,495.00
P18-04650	Varidesk, LLC	FACILITIES	Equipment	1,831.76
P18-04651	School Tech Supply	FACILITIES	Equipment	32,054.31
P18-04652	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Def Maint Flooring / Fremont	1,373.25
P18-04655	STATE OF CALIFORNIA DEPT. OF CONSERVATION	FACILITIES	Fees / Rose Ave	3,600.00
P18-04658	Brainpop Com LLC	ELM	Online Sub - Instructional	3,090.00
P18-04659	School Tech Supply	MARINA	COMP SUPP & SOFT/Instructional	6,125.59
P18-04660	Troxell Communications, Inc	DRIFFILL	MATL.SUPP-instructional	7,520.95
P18-04661	CALIFORNIA SPORT DESIGN	FRANK	Matl/Sup - Instructional	1,099.05
P18-04662	Focus On The Masters	FREMONT	LCFF/SERV	1,000.00
P18-04663	Casa Pacifica	Special Ed	SERV (IH081410)	15,138.00
P18-04664	Assistance League School	Special Ed	SERV (AV100514)	4,250.00
P18-04665	Assistance League School	Special Ed	SERV (GB013114)	4,250.00
P18-04666	Assistance League School	Special Ed	SERV (JS100214)	4,250.00
P18-04682	Grainger Inc	WAREHOUSE	Supplies	1,054.74
P18-04687	Learning Without Tears	SAN MIGUEL	CLASSROOM MAT'LS	12,559.43
P18-04688	ADVANCED CLASSROOM TECHNOLOGIE S, INC	KAMALA	Equip/Instructional	3,311.62
P18-04690	DELTA EDUCATION	CURREN	matl/sup - instructional	11,988.27
P18-04698	AeroRacers, Inc	ASES	MTRL/SUPL	6,208.15
P18-04710	Perma Bound Books	ELM	BKS - Instructional	1,105.22
P18-04711	ESGI	CURREN	online subscriptions - instructional	1,575.00

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04712	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,211.90
P18-04714	Ventura Co Office Of Education	ED SERVICES	CONF	16,225.00
P18-04728	MHS Inc	Special Ed	SERV	1,455.50
P18-04729	MHS Inc	Special Ed	SERV	2,683.75
P18-04731	Kelly Paper	GRAPHICS	Materials and Supplies	1,208.69
P18-04732	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	1,900.71
P18-04734	NSX Technologies, Inc Anywhere Cart	IT	MATL/SUP (1:1 USB Cables)	10,775.00
P18-04735	Repair Center LLC Tech Defenders	IT	REPAIR (1:1)	5,132.20
P18-04736	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,608.88
P18-04737	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	10,945.72
P18-04739	Dell Direct Sales Lp	BUSINESS	EQUIP	2,149.63
P18-04741	Grainger Inc	DISTRICT OFFICE	Equipment	1,133.42
P18-04744	Extreme Clean	WAREHOUSE	Stores Supplies	2,424.38
P18-04745	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,708.32
P18-04746	School Health Corporation	WAREHOUSE	Stores Supplies	1,867.95
P18-04747	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	3,459.85
P18-04748	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,501.17
P18-04749	Printech	SORIA	MATL/SUP (Instructional)	1,500.00
P18-04750	Costco Wholesale	SORIA	MATL/SUP (Instructional)	1,000.00
P18-04761	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	MATL/SUP (1:1 Ricky)	22,223.44
P18-04763	Evolving Solutions, LLC	IT	REPAIRS (!:1)	2,600.00
P18-04765	Repair Center LLC Tech Defenders	IT	REPAIRS (1:1)	5,393.30
P18-04770	Underwood Family Farms	LEMONWOOD	SERV	1,296.00
P18-04772	Jostens, Inc	LEMONWOOD	MAT/SUPP	1,309.16
P18-04773	Southwest Plastic Binding Co Southwest Binding & Laminating	WAREHOUSE	Stores Supplies	1,918.70
P18-04775	Extreme Clean	WAREHOUSE	Stores Supplies	2,747.63
P18-04776	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,945.04
P18-04778	Veritiv Operating Company	WAREHOUSE	Stores Supplies	6,464.35
P18-04779	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,850.81
P18-04781	Southwest Plastic Binding Co Southwest Binding & Laminating	GRAPHICS	Equipment	7,717.84
P18-04784	Amazon Com	RITCHEN	Books other than Textbooks-Instructional	1,261.11
P18-04785	Coastal Embroidery, Inc	FRANK	matl/Sup - Instructional	1,228.35
P18-04792	CDW G	IT	SOFTWARE	50,568.00
P18-04793	CDW G	IT	SOFTWARE	66,806.13
P18-04797	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,417.91
P18-04807	National Auto Body and Paint	TRANSPORTATIO	Parts and Labor	6,122.50
P18-04809	Citadel Environmental Services	FACILITIES	Prof Services / Def Maint / Fremont	2,424.00
P18-04810	Citadel Environmental Services	FACILITIES	Prof Service/ Def Maint / Fremont	2,424.00
P18-04813	Wheels of Freestyle, Inc	LEMONWOOD	SERVICES (Instructional)	1,394.00
P18-04815	Bmi Systems Group	PURCHASING	matls	3,501.88
P18-04816	WALT DISNEY TRAVEL CO., INC DISNEYLAND RESORT HOTELS	PERSONNEL	conf	1,366.56

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04817	JENNIFER PORTER dba/D&J PAINTING	FACILITIES	DEF MAINT ONE-TIME FUNDS/BLDG (FRANK)	35,400.00
P18-04820	Lakeshore Learning Materials-V	NFL	Matl/Sup	5,036.30
P18-04821	Ashton Awards Inc Aswell Trophy	HR	Supp-	7,214.94
P18-04828	M & J Kids Scientific, Inc dba Mad Science of Los Angeles	RITCHEN	SERV	1,140.00
P18-04830	Ventura Co Star	FACILITIES	LEGAL AD (ASPHALT)	3,175.52
P18-04833	Ventura Co Office Of Education	Special Ed	SERV (OL083008)	17,306.80
P18-04834	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,330.04
P18-04835	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,475.06
P18-04836	Golf N Stuff	MCKINNA	serv-instructional	2,680.00
P18-04838	Willdan Financial Services	BUSINESS	SERV	3,000.00
P18-04842	Veritiv Operating Company	WAREHOUSE	Stores Supplies	10,561.01
P18-04843	TRI-COUNTY OFFICE FURNITURE	RITCHEN	MATL/SUP-Admin	1,082.85
P18-04846	C & S RV Inc	TRANSPORTATIO	Parts and Labor	1,685.50
P18-04847	Southwest Lift & Equipment Inc	TRANSPORTATIO	Supplies	3,649.43
P18-04849	Ventura Co Office Of Education	Special Ed	SERV (AC070205)	19,168.80
P18-04850	Dell Direct Sales Lp	HAYDOCK	COMPUTER-EQUIP/INSTRUCTION	14,427.04
P18-04851	CN School & Office Sol, Inc Culliver-Newlin	FACILITIES	Furniture	2,190.62
P18-04853	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	8,421.20
P18-04855	Hillyard Inc	WAREHOUSE	Stores Supplies	5,132.13
P18-04856	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplie	1,650.90
P18-04858	California Lutheran University	ELM	SERV - Instructional	2,800.00
P18-04861	Heinemann	RITCHEN	Books other than Textbooks-Instructional	6,275.31
P18-04862	All For Kidz Inc.	RITCHEN	Donation-MATL/SUP	1,619.00
P18-04874	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	1,271.68
P18-04875	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,252.01
P18-04878	Ventura Co Office Of Education	CURREN	conf- andmin	1,797.00
P18-04880	School Tech Supply	IT	EQUIP (RICKY)	2,777.02
P18-04881	Monster Technology LLC	RAMONA	Matl/Supl	1,624.87
P18-04884	Amazon Com	DRIFFILL	matl/supp-instructional	1,207.14
P18-04903	Ventura Co Office Of Education	Pupil Srvs	CONF	1,680.00
P18-04906	Dell Direct Sales Lp	GRAPHICS	Equipment - Computer	4,328.83
P18-04907	Ventura Co Office Of Education	Pupil Srvs	CONF	1,470.00
P18-04909	Rifton Equipment	Special Ed	EQUIPT (C.MARTINEZ-FRANK)	2,767.83
P18-04910	School Tech Supply	Special Ed	EQUIP	2,461.14
P18-04911	Nasco	HAYDOCK	MATL/SUPPLY-INSTRUCTION	10,798.30
P18-04913	LEARNING A-Z	MCKINNA	serv-instructional	2,815.20
P18-04915	Ventura Co Office Of Education	HR	Serv-	13,500.00
P18-04916	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,677.81
P18-04917	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,004.09
P18-04923	Grainger Inc	WAREHOUSE	Equipment	1,541.60
P18-04925	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,066.43
P18-04928	Sinclair Sanitary Supply Inc	FACILITIES	Misc Materials and Supplies	10,981.71
P18-04929	CENTER FOR MATHEMATICS & TEACHING INC	LEMONWOOD	Books & Other References (instructional)	2,826.00
P18-04930	Petroleum Telecom Inc DBA Telecom	LEMONWOOD	MAT/SUP (ADMIN)	1,116.67
P18-04931	Sinclair Sanitary Supply Inc	FACILITIES	Custodial Materials and Supplies	3,451.45

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Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-04932	Ashton Awards Inc Aswell Troph y	DRIFFILL	matl/supp-instructional	1,398.06	
P18-04933	PARS	BUSINESS	PARS PAYOUT	814,031.21	
P18-04939	Western Indoor Environmental	CNS	other services	4,995.00	
P18-04942	TriMark R.W. Smith	CNS	other services	2,104.93	
P18-04945	Uline	GRAPHICS	Equipment	1,282.23	
P18-04946	Veritiv Operating Company	GRAPHICS	Materials and Supplies	3,080.50	
P18-04955	Dieners Electric Inc	FACILITIES	Prof Service / Fremont	3,720.00	
P18-04956	Div Of The State Architect	FACILITIES	DSA fees / Ramona	5,955.53	
P18-04958	Office Depot Bus Ser Div	CURREN	matl/sup- instructional	2,734.92	
P18-04959	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,775.72	
P18-04977	Reliable Floor Covering Co	FACILITIES	Def Maint / Fremont	42,787.00	
P18-04986	Amazon Com	SIERRA LINDA	Mat/Sup - Instructional	1,000.00	
P18-04993	Greenfield Learning Inc	LEMONWOOD	MAT/SUPP (Instructional)	9,500.00	
P18-04994	IXL LEARNING, INC	KAMALA	ONLINE SUB-INSTRUCTIONAL	16,531.00	
P18-04995	Dell Direct Sales Lp	DRIFFILL	Computer equip./instructional	4,418.08	
P18-04997	CelFix	IT	REPAIRS (1:1 iPads)	1,565.84	
P18-04998	PARAGON SYSTEMS, INC	IT	SERV (Paragon/Kamala IDF)	6,985.00	
P18-04999	CelFix	IT	REPAIRS (1:1 iPads)	1,632.04	
P18-05000	Granicus, Inc	IT	SERV (Sftwr Apps)	4,500.00	
P18-05001	Smart And Final Iris Co	DRIFFILL	matl/supp-instructional	1,000.00	
P19-00005	enVision Consulting Group, Inc	Pupil Srvs	SERV	3,000.00	
P19-00006	CN School & Office Sol, Inc Cu lver-Newlin	MCAULIFFE	BOND/EQUIP-MATLS (F&E MCA TLC)	25,693.12	
P19-00007	CETPA ANNUAL CONFERENCE	IT	CONF/TRAVEL (CETPA - Valerie, Tom, Luis, Oscar)	1,520.00	
P19-00008	Avid Center	KAMALA	CONF-ADMIN-INST	3,975.00	
P19-00011	Ashton Awards Inc Aswell Troph y	SUPERINTENDEN	Serv	2,000.00	
P19-00012	Sheraton Grand Sacramento	IT	CONF (CETPA - Valerie, Tom, Luis, Oscar)	3,376.00	
P19-00013	CODESP	PERSONNEL	Membership	1,100.00	
P19-00014	DOUBLETREE BY HITLON SAN JOSE	ED SERVICES	CONF	1,555.26	
P19-00015	Art Trek	ASES	SERV (ASP)	25,000.00	
P19-00016	Smart And Final Iris Co	SUPERINTENDEN	SUP	1,000.00	
P19-00020	Sheraton Grand Sacramento	Pupil Srvs	CONF	1,238.31	
P19-00021	Apple Computer Inc	IT	EQUIP/IPADS	4,242,386.25	
P19-00022	Resort at Squaw Creek	ED SERVICES	CONF	3,566.08	
P19-00023	Calif Assn Of Latino Supt & Ad	ED SERVICES	Conf/Travel	1,275.00	
P19-00025	Ventura Co Office Of Education	ASES	SERV (ASES MATH PROGRAM)	21,800.00	
P19-00026	Embassy Suites San Diego Bay	ASSESS ACCOUN	Conf	1,028.95	
P19-00028	CN School & Office Sol, Inc Cu lver-Newlin	HARRINGTON	EQUIP/MATL-SUP (NEW FURNITURE ECDC FRONT OFFICE)	16,575.44	
P19-00029	CN School & Office Sol, Inc Cu lver-Newlin	HARRINGTON	EQUIP/MATL-SUP (NEW CLASSROOM FURNITURE FOR ECDC)	10,784.10	
P19-00031	Avid Center	ED SERVICES	Conf	1,590.00	
P19-00032	California School Boards Assoc	SUPERINTENDEN	MEMB	18,837.00	
P19-00036	Lakeshore Learning Materials-V	NFL	Mat/Sup	2,428.28	
Total Number of POs			169	Total	6,603,058.37

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 4 of 6

Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	136	2,103,639.48
130	CAFETERIA FUND	10	92,890.10
214	BOND FUND MEASURE D 2016	1	3,600.00
510	BOND INTEREST & REDEMPTION 1988	1	2,725.00
511	BOND INTEREST REDEMPTION 1997	1	1,100.00
512	BOND INTEREST REDEMPTION 2006	1	2,475.00
513	BOND INTEREST REDEMPTION 2012	1	3,800.00
514	BOND INTEREST REDEMPTION 2016	1	3,100.00
		Total Fiscal Year 2018	2,213,329.58
010	GENERAL FUND	18	4,336,676.13
214	BOND FUND MEASURE D 2016	3	53,052.66
		Total Fiscal Year 2019	4,389,728.79
		Total	6,603,058.37

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 5 of 6

Includes Purchase Orders dated 05/03/2018 - 06/01/2018 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-00077	650,000.00	010-5530	GENERAL FUND/UTILITIES WATER/SEWER	50,000.00
P18-00105	76,700.00	010-4310	GENERAL FUND/FUEL	1,034.60
P18-00202	48,000.00	010-4310	GENERAL FUND/FUEL	19,786.86
P18-00210	4,500.00	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	1,000.00
P18-00219	3,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-00245	2,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,000.00
P18-00291	7,500.00	010-5632	GENERAL FUND/REPAIRS	1,500.00
P18-00332	26,465.00	010-4323	GENERAL FUND/HVAC SUPPLIES	3,000.00
P18-00363	12,120.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,500.00
P18-00400	26,500.00	010-5632	GENERAL FUND/REPAIRS	5,000.00
P18-00536	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,908.04
P18-00541	3,180.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,330.00
P18-00719	13,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	3,000.00
P18-00852	2,577.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-01018	611,000.00	130-4700	CAFETERIA FUND/FOOD	52,000.00
P18-01019	1,095,000.00	130-4700	CAFETERIA FUND/FOOD	45,000.00
P18-01049	5,346.79	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,390.53
P18-01056	6,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P18-01266	11,422.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,057.70
			Total PO P18-01266	4,057.70
P18-01733	175,000.00	130-4700	CAFETERIA FUND/FOOD	25,000.00
P18-01964	8,616.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-02117	7,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-02416	13,465.75	251-5800	DEVELOPER FEES/PROFESSIONAL/CONSULTING SERV	2,070.75
P18-03334	28,351.40	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	3,351.40
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,379.20
			Total PO P18-03334	11,730.60
P18-03684	4,860.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,360.00
P18-03809	6,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,100.00
P18-04005	2,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-04044	24,206.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	17,091.20
			Total PO Changes	264,860.28

Information is further limited to: (Minimum Amount = 1,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 6 of 6

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 20, 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 1ST Reading _____ 2nd Reading _____

Certification of Signatures (Penanhoat)

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc... A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

ADDITIONAL MATERIAL

Attached: Oxnard School District Certification of Signatures (3 pages)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

I, Dr. Cesar Morales, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of July 1, 2018 through December 31, 2018.

Date of Board Action: June 20, 2018

Signature: _____

Dr. Cesar Morales,
Superintendent/Secretary to
the Board of Trustees

PART I

Signatures of Members of the Board

Signature: _____

Debra M. Cordes, President
of the Board of Trustees

Signature: _____

Monica Madrigal Lopez, Member
of the Board of Trustees

Signature: _____

Ernest Morrison, Clerk
of the Board of Trustees

Signature: _____

Denis O'Leary, Member
of the Board of Trustees

Signature: _____

Veronica Robles-Solis, Member
of the Board of Trustees

*Education Code Sections

42632, 42633

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature: _____

Dr. Cesar Morales

Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature: _____

Dr. Jesus Vaca

Title: Assistant Superintendent, Human Resources & Support Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____

Janet Penanhoat

Title: Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Page Three

Signature: _____

Dr. Anabolena DeGenna

Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____

Mary Crandall Plasencia

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: _____

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: June 20, 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 1ST Reading _____ 2nd Reading _____

Approval of Land Use Covenant (LUC) With the Department of Toxic Substances Control for the Doris Patterson Site (Morales/Penanhoat/CFW)

The District proposes to construct and operate joint-use facilities to support a district administrative office, an elementary school, and a middle school on the Doris/Patterson site. On August 2, 2017, the District’s Board approved Resolution No. 17-07 adopting the Preliminary Environmental Assessment (PEA) and Soil Management Plan (SMP) in accordance with Department of Toxic Substances Control (DTSC) requirements for the Doris/Patterson site.

The PEA recommended that a SMP be prepared and the District accept and enter into a long-term deed restriction, known as a Land Use Covenant (LUC) for the property. Resolution No. 17-07 acknowledged that a draft Land Use Covenant had been prepared by the DTSC and reviewed by the District as to form. At the time, the District was in the process of site acquisition and it was stated that upon acquiring the site, the District could execute and enter into the LUC. The District has completed activities associated with the acquisition of the Doris/Patterson site and is now in a position to execute and enter into the LUC.

The LUC ensures that the State of California will have authority to implement, monitor, and enforce protective restrictions. The LUC will limit the property to school use only. The restrictions in the LUC agreement will “run with the land” that will bind the current and any future landowner of the property. Restrictions and requirements include construction restrictions, soil management, identified prohibitions such as not significantly disturbing and/or removing asphalt paving without prior DTSC approval, and reasonable access by the DTSC, as required. The LUC also requires the District to conduct an annual inspection of the property to verify compliance with the LUC and

would require that the District submit an annual inspection report to the DTSC for its approval. The term of the LUC shall be in effect in perpetuity (an infinite amount of time). Specific provisions and requirements are provided in the attached LUC.

The administration seeks the Board's approval of the attached LUC and authorization for the District's Superintendent or his designee to execute and enter into the LUC for the Doris/Patterson site.

FISCAL IMPACT

No identified Fiscal Impact at this time. The LUC would require that the District or any future owners of the property pay the DTSC's cost to administer the LUC.

RECOMMENDATION

It is the recommendation of the Superintendent and the Assistant Superintendent of Business and Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the Land Use Covenant (LUC) as attached and authorize the Superintendent or his designee to execute and enter into the LUC with the Department of Toxic Substances Control for the Doris/Patterson site.

ADDITIONAL MATERIAL

Attached: Land Use Covenant Agreement (12 pages)

RECORDING REQUESTED BY:
Oxnard School District
1051 South A Street
Oxnard, California 93030-7442

WHEN RECORDED, MAIL TO:

**Department of Toxic Substances
Control**
5796 Corporate Ave.
Cypress, California 92606
Attention: Shahir Haddad, Unit Chief
**(Brownfields and Environmental
Restoration Program)**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

LAND USE COVENANT AND AGREEMENT

ENVIRONMENTAL RESTRICTIONS

County of Ventura, Assessor Parcel Numbers: 183-0-070-090
Proposed Elementary School and Middle School
DTSC Project Code 304663

This Land Use Covenant and Agreement ("Covenant") is made by and between Oxnard School District (the "Covenantor"), the current owner of property located at the southeast corner of the intersection of Doris Avenue and North Patterson Road, Oxnard, in the County of Ventura, State of California (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department hereby agree that, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5, the use of the Property be restricted as set forth in this Covenant and that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I

STATEMENT OF FACTS

1.1. Property Location. The Property that is subject to this Covenant, totaling approximately 25 acres, is more particularly described in the attached Exhibit A, "Legal Description", and depicted in Exhibit B, Site Plan. The Property is located in the area now generally bounded by North Patterson Road on the west and Doris Avenue on the north. The Property is also identified as County of Ventura, Assessor Parcel Numbers 187-0-070-090.

1.2. Remediation of Property. This Property has been investigated and/or remediated under the Department's oversight. The Department approved a Preliminary Endangerment Assessment (PEA) on May 4, 2017 in accordance with Education Code section 17213.1. The PEA investigation identified organochlorine pesticides (OCPs), primarily toxaphene (up to 2,510 micrograms per kilogram of soil [$\mu\text{g}/\text{kg}$]), at the Property above levels acceptable for unrestricted land use. Risk screening evaluation using the school based scenario indicates that the Property does not pose a significant risk to students and staff, and is suitable for use as a school. Risk screening using the residential based scenario indicates potential risk to future residents. The PEA Report concludes that no further action is required for the Property except for this Covenant to limit the Property's future use to non-residential purposes.

1.3. Basis for Environmental Restrictions. As a result of the presence of hazardous substances, which are also hazardous materials as defined in Health and Safety Code section 25260, at the Property, the Department has concluded that it is reasonably necessary to restrict the use of the Property in order to protect present or future human health or safety or the environment, and that this Covenant is required as part of the Department-approved remedy for the Property. The Department has also concluded that the Property, as remediated and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable risk to present and future human health or safety or the environment.

ARTICLE II

DEFINITIONS

2.1. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.2. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, requirements, prohibitions, and terms and conditions as set forth in this Covenant.

2.3. Improvements. "Improvements" includes, but is not limited to buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.4. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.5. Occupant. "Occupant" or "Occupants" means Owner and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.6. Owner. "Owner" or "Owners" means the Covenantor, and any successor in interest including any heir and assignee, who at any time holds title to all or any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owners/Occupants. This Covenant: (a) binds all Owners of the Property, their heirs, successors, and assignees; and (b) the agents, employees, and lessees of the Owners and the Owners' heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department; this Covenant, however, is binding on all Owners and Occupants, and their respective successors and assignees, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with,

the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Leases. This Covenant shall be incorporated by reference in each and every Lease for any portion of the Property.

3.4. Conveyance of Property. The Owner and new Owner shall provide Notice to the Department not later than 30 calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The Notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number(s) noted on page one. If the new Owner's property has been assigned a different Assessor Parcel Number, each such Assessor Parcel Number that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant to Be Paid by Owner. The Department has already incurred and will in the future incur costs associated with this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering, implementing and enforcing this Covenant.

ARTICLE IV

RESTRICTIONS AND REQUIREMENTS

4.1. Prohibited Uses. The Property shall not be used for any of the following purposes without prior written approval by the Department:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.

4.2. Soil Management. Soil management activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

- (a) No activities that will disturb the soil (e.g., excavation, grading, removal,

trenching, filling, earth movement, mining, or drilling) shall be allowed at the Property without a Soil Management Plan pre-approved by the Department in writing.

- (b) Any soil brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.4. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, investigation, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety or the environment.

4.5. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection of the Property verifying compliance with this Covenant and shall submit an annual inspection report to the Department for its approval by March 15th of each year. The annual inspection report must include the dates, times, and names of those who conducted the inspection and reviewed the annual inspection report. It also shall describe how the observations that were the basis for the statements and conclusions in the annual inspection report were performed (e.g., drive by, fly over, walk in, etc.). If any violation is noted, the annual inspection report must detail the steps taken to correct the violation and return to compliance. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 calendar days of identifying the violation: (a) determine the identity of the party in violation; (b) send a letter advising the party of the violation of the Covenant; and (c) demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 calendar days of its original transmission.

4.6. Five-Year Review. In addition to the annual reviews noted above, after a period of five (5) years from July 31, 2017, and every five (5) years thereafter, Owner shall submit a Five-Year Review report documenting its review of the remedy implemented and its evaluation to determine if human health and the environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or

received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. The annual reviews can be used to support the five-year review analysis. As a result of any review work performed, DTSC may require Owner to perform additional review work or modify the review work previously performed by Owner.

ARTICLE V
ENFORCEMENT

5.1. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, such as failure to submit (including submission of any false statement), record or report to the Department, shall be grounds for the Department to pursue administrative, civil, or criminal actions, as provided by law.

ARTICLE VI
VARIANCE, REMOVAL AND TERM

6.1. Variance from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code section 25223.

6.2. Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant or terminate the Covenant in its entirety. Such application shall be made in accordance with Health and Safety Code section 25224.

6.3. Term. Unless ended in accordance with paragraph 6.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.1. No Dedication Intended. Nothing set forth in this Covenant shall be

construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

7.2. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Ventura within 10 calendar days of the Covenantor's receipt of a fully executed original.

7.3. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or (b) five calendar days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Oxnard School District
1051 South A Street
Oxnard, California 93030-7442

And

To Department: Shahir Haddad, Unit Chief
Brownfields Restoration and School Evaluation Branch
5796 Corporate Avenue
Cypress, California 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

7.4. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.5. Statutory References. All statutory or regulatory references include successor provisions.

7.6. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Covenantor and the Department hereby execute this Covenant.

Covenantor: **Oxnard School District**

By: _____

Title: _____

Print Name and Title of Signatory

Date: _____

Department of Toxic Substances Control:

By: _____

Title: Peter Garcia, Branch Chief, Brownfields Restoration and School Evaluation

Print Name and Title of Signatory

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me,

(space above this line is for name and title of the officer/notary),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature of Notary Public (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me,

(space above this line is for name and title of the officer/notary),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature of Notary Public (seal)

Exhibit A
(Legal Description)

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.

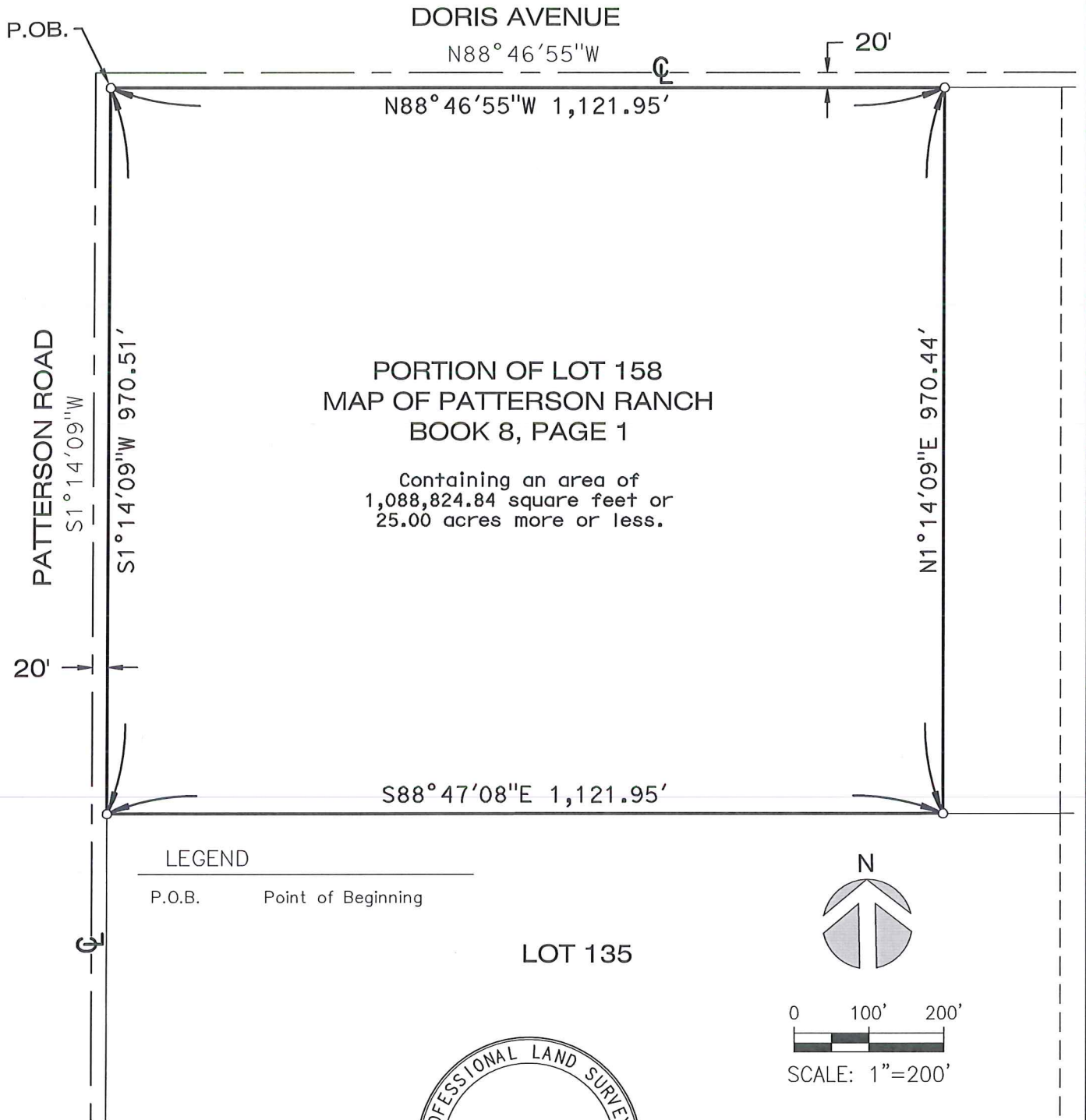
Containing an area of 1,088,824.84 square feet or 25.00 acres more or less.

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



EXHIBIT "B"



LEGEND

P.O.B. Point of Beginning



0 100' 200'

SCALE: 1"=200'



ENGINEERS INC
4580 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

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 20, 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 1ST Reading _____ 2nd Reading _____

APPROVAL OF RESOLUTION #17-42 MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Penanhoat/Fateh/CFW)

The Rose Avenue Elementary School Construction Project (the "Project") involves construction and replacement of existing classrooms, play areas, and a parking lot.

The District's environmental review indicates that the project is eligible for a Class 2 Categorical Exemption, under CEQA Section 15302 and a Class 14 Categorical Exemption, under Section 15314.

A Class 2 Categorical Exemption consists of "replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced."

A Class 14 Categorical Exemption consists of "minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less. The addition of portable classrooms is included in this exemption."

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The project will not violate any of the conditions.

The purpose of this resolution is to confirm the findings that the project qualifies for one or more Categorical Exemptions from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

The Board is requested to approve Resolution #17-42 making environmental findings in connection with the Rose Avenue Elementary School Construction Project at 220 S. Driskill St, Oxnard, CA 93030.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, the District's environmental impact consultants, and legal counsel, that the Board of Trustees approve Resolution #17-42 making environmental findings in connection with the Rose Avenue Elementary School Construction Project at 220 S. Driskill St., Oxnard, CA 93030.

ADDITIONAL MATERIAL

- Resolution #17-42 (3 pages)
- Notice of Exemption Form (1 page)

RESOLUTION NO. 17-42
RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT
FINDING ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT
EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND
AUTHORIZING THE FILING AND RECORDATION OF A NOTICE OF EXEMPTION

WHEREAS, the Board of Trustees of the Oxnard School District (the “Board”) plans to construct new facilities and replace existing classrooms, play areas, and a parking lot at Rose Avenue Elementary School, located at 220 S. Driskill St., Oxnard, CA 93030 (the “Project”).

WHEREAS, the District, assisted by environmental impact consultants and counsel, initiated the environmental review process required by CEQA.

WHEREAS, the environmental review determined that the Project would increase facilities square footage by 21% and play area square footage by 11%, and decrease student capacity by 3% and parking spaces by 22%.

WHEREAS, the California Environmental Quality Act (“CEQA”) together with the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 (“CEQA Guidelines”), require a lead agency to consider the potential environmental effects of any project.

WHEREAS, the District has considered whether the Project may have a significant effect on the environment.

WHEREAS, the replacement and reconstruction of existing structures and facilities would occur at the same school site and have substantially the same purpose and capacity as the structures replaced.

WHEREAS, the project would occur at the existing school site, have no net increase in number of classrooms, and not increase student capacity by more than 25 percent.

WHEREAS, the District has also considered the categories which exempt certain projects from further CEQA evaluation, including projects consisting of the replacement and reconstruction of existing structures (“Class 2 Exemption” - 14 Cal. Code Regs. § 15302); and projects consisting of minor additions to existing schools (“Class 14 Exemption” - 14 Cal. Code Regs. § 15314), and the Project is categorically exempt under one or more of such exemptions and no further CEQA analysis is required.

WHEREAS, there are no unusual circumstances that would lead to significant impacts, including cumulative impacts, and there is no substantial adverse change in the significance of a historical resource.

WHEREAS, the District has determined that the Project is not subject to any exceptions (to the categories of exemptions) as set forth in 14 Cal. Code Regs. § 15300.2.

WHEREAS, the District has concluded, through its own independent review and analysis of the Project, that the Project will not have a significant effect on the environment.

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

1. That the foregoing recitals are true and correct and made a part of this Resolution.

2. That the District has considered whether the development of the Project may have a significant effect on the environment.

3. That the District has concluded, after reviewing the Project through its own independent review and analysis, that the project will not have a significant effect on the environment.

4. That the Project is categorically exempt from further CEQA review pursuant to one or more of 14. Code Regs. §§ 15302 and 15314, and that no further CEQA analysis is required.

5. That the Project is not subject to any exceptions set forth in 14 Cal. Code Regs. § 15300.2.

6. That all actions required to be taken by applicable law related to the approval of the Project have been taken and hereby approves the Project.

7. That the District staff is instructed to file and/or record a Notice of Exemption from CEQA, consistent with this Resolution, with any and all appropriate public agencies or entities, subject only to minor, non-substantive revisions, if necessary.

8. That the District's Superintendent is hereby authorized to do all things that are necessary to give effect to and comply with this Resolution.

9. That this Resolution shall take effect immediately upon its passage.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 20th day of June 2018, by the following vote:

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

Board of Trustees:

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

Debra Cordes
President of the Board of Trustees
Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on June 20, 2018.

Ernest Morrison
Clerk of the Board of Trustees
Oxnard School District

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Ventura

From: (Public Agency): Oxnard School District
1051 South A Street
Oxnard, CA 93030

(Address)

Project Title: Rose Avenue Elementary School Reconstruction Project

Project Applicant: Oxnard School District

Project Location - Specific:
Rose Avenue Elementary School, 220 South Driskill Street, Oxnard, CA 93030

Project Location - City: Oxnard Project Location - County: Ventura

Description of Nature, Purpose and Beneficiaries of Project:
The project involves construction and replacement of existing classrooms, play areas, and a parking lot.

Name of Public Agency Approving Project: Oxnard School District

Name of Person or Agency Carrying Out Project: Oxnard School District

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 2 (15302) and Class 14 (15314)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project would replace an existing structure on the same property, will have the same purpose, and a decreased student capacity. The project would not occur on sensitive habitat, would not result in cumulative development, would have no unusual circumstances, would not damage scenic resources, is not located on a hazardous site, and would not cause a substantial adverse change in the significance of a historic resource.

Lead Agency Contact Person: David Fateh Area Code/Telephone/Extension: 805.385.1514

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: Director of Facilities

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #4 to Knowland Construction Services (KCS), for DSA Inspection Services for the McKinna Elementary School Project (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-129 with Knowland Construction Services to provide DSA Inspector of Record (IOR) Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #4 to Knowland Construction Services, to provide DSA Inspector of Record (IOR) and In-Plant Inspections for the McKinna Elementary School Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-129**

Work Authorization Letter: **#4**

Consultant: **Knowland Construction Services**

Date Issued: **06/20/2018**

Fixed Fee Amount: **Three Hundred Thirteen Thousand Two Hundred Eighty Dollars and No Cents (\$313,280.00)**

Source of Funds: **Master Construct and Implementation Program**

The attached Work Authorization Letter describes the scope of services requested from Knowland Construction Services, and calls for the performance of DSA Inspector of Record (IOR) Services to ensure that the construction is in accordance with DSA.

FISCAL IMPACT

The DSA Inspector of Record (IOR) Services and In-Plant Inspections will be completed for a fee of: **Three Hundred Thirteen Thousand Two Hundred Eighty Dollars and No Cents (\$313,280.00)**. This cost will be encumbered against established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds.


RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #4 for Master Agreement #13-129 with Knowland Construction Services.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #4, Knowland Construction Services (1 Pages)
- KCS Proposal dated May 22, 2018 (2 Pages)
- Master Agreement #13-129, Knowland Construction Services (28 Pages)

	WORK AUTHORIZATION LETTER			
	GENERAL INFORMATION			
	PROJECT #: SITE NAME: McKinna Elementary School MASTER AGREEMENT #: 13-129 WAL #: 4		DATE: 6/20/2018 DSA # OPSC # VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:				
DISTRICT		CONSULTANT		
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501		Firm Name: Street: City, State, Zip: Phone:	Knowland Construction Services 33 Narcissa Drive Rancho Palos Verdes, CA 90275 626.786.4331	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL				
Knowland Construction Services will be performing Inspection services as required by the District for Division of the State Architect. The Inspector of Record ("IOR") shall provide adequate coverage to required inspections of the work, from NTP to close-out; as outlined on the DSA approved documents and the DSA 103 forms. Provide routine inspections, coordinate special inspections and off-site inspections, shall maintain active communication with project team, review, approval, filing, archiving of project documents including RFIs, submittals, change orders, daily reports and any other documents that require IOR's approval and/or review as required by DSA. Knowland Construction Services will also provide In-plant inspections as required by DSA. <p style="text-align: center;">(ATTACH ADDITIONAL PAGES AS NECESSARY)</p>				
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL				
START DATE: June 25, 2018		COMPLETION DATE: February 28, 2019		
FIXED FEE AMOUNT: <u>Three Hundred Thirteen Thousand Two Hundred Eighty Two Dollars and No Cents (\$313,280.00)</u>				
<i>This fee amount is based upon Consultant's proposal dated <u>5/22/18</u> and subsequent negotiations mutually agreed to by all parties</i>				
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>				
<i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i>				
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:				
DISTRICT		CONSULTANT		
OXNARD SCHOOL DISTRICT		CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)	
FOR DISTRICT USE ONLY				
PROJECT MANAGER: Mario Mera P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementations Program COST ID: 6290		PREPARED BY: Chris Yafuso P.O. AMOUNT:		
(PM APPROVAL SIGNATURE)		(DATE)		

Knowland Construction Services

PROPOSAL FOR PROJECT INSPECTORS

PROPOSAL DATE: May 22, 2018

SCHOOL DISTRICT: Oxnard School District

**INSPECTORS: Chris Daugherty / Sam Samadzedah / Kim Ginnever
(or other approved inspector.)**

PROJECT: Reconstruct McKinna K-5

DURATION: June 1, 2018 / December 31, 2019

RATE: \$89.00 / Hour @ 440 Days / 3,520 Hours

TOTAL ESTIMATE: \$313,280.00

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

Includes:

1. Knowland Inc, agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.
2. Monitor and observe all Special Inspections performed by the Districts contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests and other tests as approved by the DSA Field Engineer. Knowland Inc. shall assist in minimizing unnecessary costs for testing where possible.
3. The District & the Inspector, Knowland Inc., shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.

4. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The anticipated duration of the project shall be 1 week. Contract is intended to be an agency agreement and may be terminated in 30 days by either party with or without cause. This Agency Agreement shall be assignable to other schools within the District, and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District thru Knowland Inc., for a period of two (2) years after the dissolution of any contracts thru Knowland Inc, unless permission is granted prior to such relationships.
7. Knowland Inc , shall maintain in effect a 2 million dollar General Liability insurance policy, Workman's Compensation as required, and Full Liability Auto Insurance as required. District requests for additional insurances shall be paid additionally by the District at current market rates.
8. Oxnard School District agrees to pay Knowland Inc. the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. Knowland Inc. (Project Inspectors / Project Managers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture per the project specifications. Trailers and restrooms shall be reimbursable plus 10% if necessary.
9. District shall be billed at the provided rate for project services including shop and site inspection. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a DSA certified Project Manager will be assigned to oversee the project, and shall be responsible for the accurate reporting of all activities to the Inspector of Record

Christopher Knowland

Christopher Knowland – KCS
Knowland Inc.

Agent – Oxnard School District

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Knowland Construction Services** (“Consultant”) with a business address at ~~2181 East Foothill Blvd., Suite 203, Pasadena, CA 91107~~. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

33 Narcissa Drive
Rancho Palos Verdes, Ca 90271

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in Exhibit F – Scope of Services, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in Exhibit A, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

Oct 31
RECEIVED NOV 01 2013
CFW

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** “Compensation”.

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

9. Responsibilities of Consultant:

- a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.
- b. The specific Services of Consultant to be performed shall be indicated in the WAL.
- c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.
- d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

CK (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

CK (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

CK (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Knowland Construction Services, Inc.
~~2181 East Foothill Blvd., Suite 203,~~ *33 Narcissa Drive*
~~Pasadena, CA 91107~~ *Rancho Palos Verdes, Ca*
ATTN: Chris Knowland
T: (626) 786-4331
Email: chrisknowland@msn.com *90275*

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

KNOWLAND CONSTRUCTION SERVICES INC.:

Christopher Knowland
Signature

Christopher Knowland, President
Typed Name/Title
Operations

October 29, 2013
Date

Tax Identification Number: 20-4112757

Not Project Related

Project #13-129

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-129


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-129

		WORK AUTHORIZATION LETTER (WAL)	
GENERAL INFORMATION			
PROJECT #:		DATE:	
SITE NAME:		DSA #:	
MASTER AGREEMENT #:		OPSC #:	
WAL #:		VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501		Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
(ATTACH ADD'L PAGES AS NECESSARY)			
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
START DATE:		COMPLETION DATE:	
FIXED FEE AMOUNT: _____			
<i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i>			
<i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>			
<i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i>			
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT		CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
FOR DISTRICT USE ONLY			
PROJECT MANAGER:		PREPARED BY:	
PO #:		PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____			
COST ID:			
(PM APPROVAL SIGNATURE)		(DATE)	
SPECIAL INSTRUCTIONS:			

Not Project Related

Project #13-129

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

PROJECT DSA INSPECTION FEE SCHEDULE

Hourly Rates

CLASSIFICATION	HOURLY RATE
DSA I – Large Project	\$72.00 / Hour
DSA II	\$64.00 / Hour
DSA Class III	\$60.00 / Hour
DSA Assistant IOR	\$58.00 / Hour
Project Documentation Asst	\$50.00 / Hour
Blue Beam / Technology	\$64.00 / Hour
Constructability / PM	\$74.00 / Hour
Special Inspectors	\$78.00 / Hour

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. **Travel and Mileage.** Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

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

C. **Fees for Subcontractors.** Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

Not Project Related

Project #13-129

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- B. Acceptable back-up for billings shall include, but not be limited to:
 - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - b. Records for all supplies, materials and equipment properly charged to the Services.
 - c. Records for all travel pre-approved by District and properly charged to the Services.
 - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Not Project Related

Project #13-129

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #13-129

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #13-129

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-129

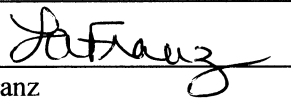
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-129

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

Not Project Related

Project #13-129

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

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: October 29, 2013

Proper Name of Contractor: Knowland Construction Services

Signature: 

By: Christopher Knowland

Its: President Operations

Not Project Related

Project #13-129

**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-129**

SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)

The Project Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

1. Certifications:

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors’ Certificate issued by the Division of the State Architect.

2. Pre-Construction services required:

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

3. Construction Phase Services Required:

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

4. Post-Construction Services Required:

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

Not Project Related

Project #13-129

5. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

6. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

7. Accuracy Standards

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

Not Project Related
 Project #13-129

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-129
INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Knowland Construction Services ("KCS")

KCS has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of KCS, 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.

 Knowland Construction Services Date

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

 Caldwell Flores Winters, Inc. Date

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

- Not Project Related
 Project #13-129

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 #: _____
PROJECT TYPE: _____
DATE: _____
INVOICE #: _____
PERIOD COVERED: _____
PO #: _____

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

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
SUBTOTALS				#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

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

- Not Project Related
 Project #13-129

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values,% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

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



CERTIFICATE OF LIABILITY INSURANCE

BPR
R045DATE (MM/DD/YYYY)
10/30/2013

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

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

PRODUCER		CONTACT NAME:	
INS NOODLE INC/PHS		PHONE (A/C, No, Ext): (866) 467-8730	
551718 P: (866) 467-8730 F: (877) 538-8526		FAX (A/C, No): (877) 538-8526	
PO BOX 29611		E-MAIL ADDRESS:	
CHARLOTTE NC 28229		INSURER(S) AFFORDING COVERAGE	
		NAIC#	
		INSURER A: Sentinel Ins Co LTD	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

KNOWLAND CONSTRUCTION SERVICES
33 NARCISSA DR
RANCHO PALOS VERDES CA 90275

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 WLD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			83 SBA PN6683	10/25/2013	10/25/2014	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> General Liab						PERSONAL & ADV INJURY \$2,000,000
							GENERAL AGGREGATE \$4,000,000
							PRODUCTS - COMP/OP AGG \$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			83 SBA EN6683	10/25/2013	10/25/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			83 SBA PN6683	10/25/2013	10/25/2014	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHERS <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (MAX Line Length is 79; Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
Oxnard School District Attn: Lisa Cline 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 <i>Joe Taylor</i>



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-29-2013

GROUP:
 POLICY NUMBER: 1793828-2013
 CERTIFICATE ID: 38
 CERTIFICATE EXPIRES: 07-01-2014
 07-01-2013/07-01-2014

OXNARD SCHOOL DISTRICT
 1051 S A ST
 OXNARD CA 93030-7442

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2013-10-29 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
 OXNARD SCHOOL DISTRICT

ENDORSEMENT #1800 - DIANA KNOWLAND PRES - EXCLUDED.

ENDORSEMENT #1800 - CHRISTOPHER KNOWLAND VP SEC TRES - EXCLUDED.

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2013 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KNOWLAND INC DBA: KNOWLAND CONSTRUCTION SC
 SERVICES
 33 NARCISSA DR
 RANCHO PALOS VERDES CA 90275

[P11.50]

PRINTED : 10-29-2013

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #8 (“WAL #8”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental support services for the Brekke Elementary School Kindergarten Flex Project (Penanhoat/Fateh/CFW)

On April 19, 2018, the Notice to Proceed was issued to Viola Inc., to begin construction at the Brekke, McAuliffe and Ritchen Kindergarten Flex projects. It was determined that there would be 300-500 cubic yards of export soils that would need to be tested for contaminants per location. This WAL will expand the scope of work for Rincon Consultants Inc., as the hygienist for the projects. Rincon will be performing additional soil analysis at the Brekke Elementary School Kindergarten Flex Project.

This Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-131**

Work Authorization Letter: **#8**

Consultant: **Rincon Consultants Inc.**

Date Issued: **6/20/18**

FISCAL IMPACT

Work Authorization Letter #8 to Agreement #13-131 includes soil analysis for Brekke at a cost of \$1,236.00. This cost will be encumbered against the established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds.


RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #8 to Master Agreement #13-131 with Rincon Consultants Inc. to provide additional soil analysis for the Brekke Elementary School Kindergarten Flex Project.

ADDITIONAL MATERIAL

Attached:

- Work Authorization Letter #8 (1 Page)
- Rincon Consultants Inc. Proposal, dated May 4, 2018 (5 Pages)
- Master Agreement #13-131, Rincon Consultants Inc. (53 Pages)

	WORK AUTHORIZATION LETTER		
	GENERAL INFORMATION		
	PROJECT #: SITE NAME: Brekke E.S. MASTER AGREEMENT #: 13-131 WAL #: 8	DATE: 6/20/2018 DSA # OPSC # VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:			
DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Rincon Consultants Inc. 180 North Ashwood Avenue Ventura, CA 93003 (805)644-4455	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
<p><i>This WAL 8 expands on the scope of work for Rincon Consultants to provide additional soil analysis at the Brekke Kindergarten Flex Project. WAL 6 states that Rincon Consultants will provide as-needed environmental support services to lead the monitoring and oversight activities for the projects. Certified personnel will provide the following services, including but not limited to; collect samples, provide visual inspections, provide lab testing, analyses, clean-up plans and provide reports for the duration of the projects. Consultant will address all requirements set forth by any agency having jurisdictional authority over the projects relating specifically to the scope of work within this WAL.</i></p> <p style="text-align: center;">(ATTACH ADDITIONAL PAGES AS NECESSARY)</p>			
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
START DATE: 6/25/2018	COMPLETION DATE: 8/1/2018		
FIXED FEE AMOUNT: One Thousand Two Hundred Thirty-Six Dollars (\$1236.00)			
<i>This fee amount is based upon Consultant's proposal dated <u>5/4/2018</u> and subsequent negotiations mutually agreed to by all parties</i>			
<p><i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>			
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:			
DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
FOR DISTRICT USE ONLY			
PROJECT MANAGER: Mario Mera P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds COST ID: 6271		PREPARED BY: Sean Mahan P.O. AMOUNT:	
(PM APPROVAL SIGNATURE)		(DATE)	
SPECIAL INSTRUCTIONS:			



Rincon Consultants, Inc.

180 North Ashwood Street
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

May 4, 2018
Project 18-05875

Jennifer MacIsaac
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035
Via email: jmacisaac@cfwinc.com

Proposal to Perform Additional Soil Analysis at Norman R. Brekke, Christa McAuliffe, and Emilie Ritchen Elementary Schools, Oxnard, California

Dear Ms. MacIsaac:

Rincon Consultants (Rincon) is pleased to submit this proposal to perform additional soil analysis at three Oxnard School District elementary schools. Rincon understands that one new modular classroom will be installed at each of the elementary school sites.

On April 27, 2018, Rincon advanced four soil borings at Emilie Ritchen Elementary School and two soil borings at Norman R. Brekke and Christa McAuliffe Elementary Schools. Soil samples were collected at depths of 1.0 foot and 2.5 feet, and 3.5 or 4.0 feet below ground surface (bgs). Soil samples collected at 1.0 and 2.5 feet bgs were analyzed for organochlorine pesticides (OCPs), volatile organic compounds (VOCs), total petroleum hydrocarbons as diesel and oil (TPHd and TPHo), and Title 22 metals. Soil samples collected at 3.5 or 4.0 feet bgs were placed on hold at the laboratory pending shallow soil analytical results. A summary of soil results and recommendations for each school follows.

Emilie Ritchen Elementary School

Laboratory analytical results indicated that concentrations of the pesticide chlordane exceeded California hazardous waste criteria in soil samples RB-1-1.0, RB-4-1.0, and RB-4-2.5 at Ritchen Elementary School; the pesticide 4,4'-DDE also exceeded these criteria in samples RB-4-1.0 and RB-4-2.5. Based on these results, Rincon recommends analyzing the remaining soil samples to further evaluate the extent of elevated concentrations of chlordane and other detected pesticides. In addition, it will be necessary for the three samples identified above to undergo the toxicity characteristic leaching procedure (TCLP) to determine if chlordane concentrations exceed Resource Conservation and Recovery Act (RCRA) hazardous waste (federal) disposal thresholds.



Brekke Elementary School

Laboratory analytical results indicated that the detected concentrations of the pesticides chlordane in RB-5-1.0 exceeded the RCRA hazardous waste criteria, therefore, the sample should undergo TCLP. In addition, 4,4'-DDE exceeded the California hazardous waste criteria in sample RB-5-1.0 and should undergo STLC analysis. No additional sampling or analyses beyond those identified above are recommended.

McAuliffe Elementary School

Laboratory analytical results indicated that the detected concentrations of chlordane and 4,4'-DDE exceeded the California hazardous waste criteria in two shallow soil samples. In addition, the soil samples exceeded the RCRA hazardous waste screening criteria and should therefore undergo TCLP testing for the purposes of disposal. No additional sampling or analyses are recommended beyond those tests identified above.

Additional Soil Sampling Scope of Work

Additionally, should the location of the building footprint change at Ritchen Elementary School, Rincon recommends advancing two additional soil borings in the revised building footprint and collecting soil samples at 1.0, 2.5, and 3.5 or 4.0 feet bgs. If additional soil sampling is necessary, the following scope of work will be implemented.

Utility Notification

Caldwell Flores Winters, Inc. will be responsible for Underground Service Alert (USA) notification.

Additional Soil Assessment

We will advance up to two soil borings for this assessment. The borings will be advanced with a hand auger to depths of up to four feet bgs. Soil samples will be collected at 0.5-1.0 foot bgs, 2.0-2.5 feet bgs, and 3.5-4.0 feet bgs. The borings will be terminated if refusal or groundwater is reached before the borehole reaches 4.0 feet bgs. Soil matrix samples will be analyzed for OCPs by EPA method 8081A by a California certified laboratory.

For budgetary purposes, we have assumed that the 0.0-0.5 and 1.5-2.0 foot deep samples will be analyzed for these constituents and the 3.5-4.0 foot deep samples will be put on hold pending the results of the other two samples. If contaminants are detected in the shallow samples, then we will discuss this with Client to determine if any of the deepest samples



warrant analysis. Based on previous laboratory analytical results, we are assuming that all six soil matrix samples will be analyzed; that one soil sample will need to undergo STLCL analysis; and three samples will need to undergo TCLP.

The soil borings will be logged in the field for sediment type, contaminants, or other notable features. Soil boring logs will be prepared. The sediments will be classified pursuant to Unified Soil Classification System (USCS) protocol.

Report Preparation

Following completion of the field work and receipt of the analytical results, we will incorporate the additional information described above into the report that was identified in our proposal of April 27, 2018 that summarizes the results of the analyses, presents soil boring logs, depicts sampling locations, tabulates the analytical data, and compares the results to contaminant thresholds. The report will be prepared and stamped by a California Professional Geologist.

Schedule and Cost

We are prepared to start with this project immediately upon your authorization. The samples will be analyzed on an expedited turnaround basis of 3 working days. We will have a draft report prepared within one week of receipt of the laboratory data.

The work described in this proposal will be performed in accordance with the existing contract between Rincon and the Oxnard School District, and is intended to augment the work scope described in our April 27, 2018 proposal.

We have calculated the cost to complete additional analyses and potential additional sampling in the tables below. The cost of performing all sampling efforts described above is **\$7,416**. Our scope of work and cost for the soil sampling has incorporated the following assumptions:

- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the property owner.
- Rincon will not be responsible for notifying the utility clearance service and all utility clearances will have been done prior to Rincon doing its sampling.
- The subsurface is amenable to drilling using the method described in this proposal and the sampling can be completed in the specified timeframes.
- There will be no delays caused by inclement weather.
- Site access will be secured by the property owner and all areas of the site will be accessible during our sampling.
- Laboratory analysis costs are based on an expedited turnaround basis (3 working days).
- The soil cuttings will be used to backfill the sampling boreholes.



Authorization

To authorize this proposal, please provide us a work order referencing this proposal.



We sincerely appreciate your consideration of Rincon Consultants for this project. If you have any questions or would like any additional information, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.

Jennifer Bauer Morton, PG
Senior Project Manager

Ed Morelan, PG, CEG
Principal / Senior Engineering Geologist



Table 1 - Cost Breakdown for Additional Analysis for Existing Soil Samples

Item	Unit	Cost per Unit	Number of Units	Subtotal
Sample Analysis				
Organochlorine Pesticides	Sample	\$122	8	\$976
STLC – 4,4'-DDE	Sample	\$129	1	\$129
TCLP – chlordane	Sample	\$144	6	\$863
			Subtotal	\$1,968
Report and Project Management				
Additional Report Preparation	Lump Sum	\$1,000	1	\$1,000
Project Management: Rincon Professional IV	Hour	\$135	6	\$810
Rincon Principal I	Hour	\$215	3	\$645
			Subtotal	\$2,455
			Total Cost	\$4,423

**Table 2 - Cost Breakdown for Additional Soil Borings at Ritchen ES
(If Change in Building Footprint Location is Required)**

Item	Unit	Cost per Unit	Number of Units	Subtotal
Soil Sampling				
Project Environmental Scientist	Task	\$500	1	\$500
Miscellaneous Equipment: sampling equipment and vehicle	Task	\$200	1	\$200
			Subtotal	\$700
Sample Analysis				
Organochlorine Pesticides	Sample	\$122	6	\$732
STLC– 4,4'-DDE	Sample	\$129	1	\$129
TCLP - chlordane	Sample	\$144	3	\$432
			Subtotal	\$1,293
Report and Project Management				
Report Preparation and Project Management	Lump Sum	\$1,000	1	\$1,000
			Subtotal	\$1,000
			Total Cost	\$2,993

Total of Costs included in Tables 1 and 2: \$7,416

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").


21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

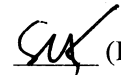
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

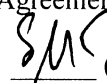
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:

[Signature]
Signature

STEPHEN SNEYDE, AICP/N.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

- Not Project Related
- Project #13-131

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE)	CONSULTANT: _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-131

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

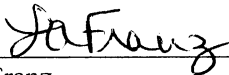
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 

Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-131

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name: STEPHEN SVETE

Title: VICE PRESIDENT

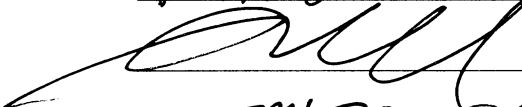
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature: 

By: STEPHEN SVETE

Its: VICE PRESIDENT

Not Project Related

Project #13-131

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

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CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
 Program Manager for Oxnard School District
 1901 Victoria Ave, Suite 106
 Oxnard, CA 93035
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: Project Name/Site
 PROJECT #: Project #
 PROJECT TYPE: New Const./Modernization
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

VENDOR NAME
 SUBCONTRACTOR:
 PREPARED BY:
 EMAIL:
 PHONE #:
 FAX #:

STEP 2 STEP 1

FOR THE YEAR END THE CONTRACT # IS 13-131
 FOR THE YEAR END THE CONTRACT # IS 13-131
 FOR THE YEAR END THE CONTRACT # IS 13-131
 FOR THE YEAR END THE CONTRACT # IS 13-131

BASE CONTRACT BILLING FORM

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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

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

PRODUCER LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

COVERAGES **CERTIFICATE NUMBER:** 107184 **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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. 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.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Paul Finn

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY
ENV 98 031 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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

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

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #8 to NV5 West Inc., for Construction Phase Geotechnical Engineering, Materials Testing and Inspection Services for the McKinna Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-154 with NV5 West Inc. (formerly known as BTC Labs Inc.) to provide Geotechnical Engineering Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #8 to NV5 West Inc., to provide Geotechnical Engineering, Materials Testing, and Inspection Services, as required by the approved Project Documents (DSA approved plans and specifications, jurisdictional agencies, applicable codes, etc.) for the McKinna Elementary School Reconstruction Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-154**

Work Authorization Letter: **#8**

Consultant: **NV5 West Inc. (formerly known as BTC Labs Inc.)**

Date Issued: **06/20/2018**

Fixed Fee Amount: **One Hundred Forty-Eight Thousand Nine Hundred One Dollars and Fifty Cents (\$148,901.50)**

The attached Work Authorization Letter describes the scope of services requested from NV5 West Inc., and calls for the performance of Construction Phase Geotechnical

Engineering, Materials Testing, and Inspection Services to ensure that the construction work is in accordance with DSA.

FISCAL IMPACT

The Design Phase Geotechnical Engineering, Materials Testing, and Inspection Services will be completed for a lump sum fixed fee of: **One Hundred Forty-Eight Thousand Nine Hundred One Dollars and Fifty Cents (\$148,901.50)**. This cost will be encumbered against the established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #8 for Master Agreement #13-154 with NV5 West Inc.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #8, NV5 West Inc. (1 Page)
- NV5 West Inc. Proposal, dated March 17, 2018 (5 Pages)
- Master Agreement #13-154, BTC Labs Inc. (35 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 6/20/2018
SITE NAME: McKinna Elementary School	DSA # 03-118371
MASTER AGREEMENT #: 13-154	OPSC #
WAL #: 8	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	NV5 West Inc
	Street:	1868 Palma Dr. Ste. A
	City, State, Zip:	Ventura CA 93003
	Phone:	805.656.6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

For Construction Phase Geotechnical Engineering Services as well as Special Inspection Services at McKinna Elementary School, located at 1611 South J Street, Oxnard CA 93003, per attached Exhibit "F"
(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 6/25/2018	COMPLETION DATE: 2/28/2019
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FIXED FEE AMOUNT: One Hundred Forty-Eight Thousand Nine Hundred One Dollars and Fifty Cents (\$148,901.50)

This fee amount is based upon Consultant's proposal dated 5-17-2018 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
----------	------------

OXNARD SCHOOL DISTRICT	CONSULTANT
------------------------	------------

(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
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FOR DISTRICT USE ONLY

PROJECT MANAGER: Mario Mera	PREPARED BY: Sean Mahan
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct and Implementation funds	
COST ID: 6171	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

SPECIAL INSTRUCTIONS:



May 17, 2018

Proposal No: 2018.06.0115

Oxnard School District
c/o Caldwell, Flores, Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, CA 93035

DSA No.: 03-118371
File No.: 56-22

ATTENTION: Sean Mahan, Program Coordinator

SUBJECT: **Proposal for Geotechnical Engineering, Materials Testing and Inspection Services for the McKinna E. S. Reconstruction, 1611 South J St., Oxnard, CA 93033**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Soils:			
Sr. Technician (including nuclear guage)	\$ 104.00 hr	300	\$ 31,200.00
Maximum Density - Soil	\$ 185.00 ea	4	\$ 740.00
Maximum Density - Aggregate Base	\$ 210.00 ea	2	\$ 420.00
Sieve Analysis	\$ 135.00 ea	7	\$ 945.00
R-Value	\$ 315.00 ea	2	\$ 630.00
Expansion Index	\$ 160.00 ea	5	\$ 800.00
Geotechnical Engineer	\$ 160.00 hr	40	\$ 6,400.00
Concrete:			
Mix Design Review	\$ 230.00 ea	2	\$ 460.00
Concrete Inspection (Batch Plant)	\$ 104.00 hr	200	\$ 20,800.00
Concrete Inspection/Tech	\$ 104.00 hr	200	\$ 20,800.00
Concrete compression tests (\$22.per cyl. / 5 cyls. per set)	\$ 22.00 ea	250	\$ 5,500.00
Concrete cylinder pickup (\$9.50 per cyl. / 5 cyls. per set)	\$ 9.50 ea	250	\$ 2,375.00
Non-Shrink Grout Inspection	\$ 104.00 hr	20	\$ 2,080.00
Non-Shrink Grout compression tests (sets of 3 ea.)	\$ 96.00 set	5	\$ 480.00
Non-Shrink Grout sample pickup (sets of 3 ea.)	\$ 28.50 set	5	\$ 142.50
Reinforcing Steel:			
Reinforcing Steel Bend tests	\$ 50.00 ea	6	\$ 300.00
Reinfocing Steel Tensile tests	\$ 55.00 ea	6	\$ 330.00
Reinforcing Steel sampling (2 hr. min.)	\$ 104.00 hr	4	\$ 416.00
Masonry:			
Mix Design Review Grout (if required)	\$ 230.00 ea	1	\$ 230.00
Masonry Placement Inspection	\$ 104.00 hr	40	\$ 4,160.00
Grout Batch Plant Inspection	\$ 104.00 hr	8	\$ 832.00
Grout compression tests (sets of 4 ea.)	\$ 30.00 ea	8	\$ 240.00
Grout sample pickup	\$ 9.50 ea	8	\$ 76.00
Block Sampling (estimate only / based on location of supplier)	\$ 104.00 hr	4	\$ 416.00

Masonry Unit acceptance test (includes absorption, compression, moisture content & unit weight)	\$ 585.00	ea	1	\$	585.00
Machine truck & 1 operator - masonry coring	\$ 195.00	hr	6	\$	1,170.00
Masonry core shear test	\$ 105.00	ea	2	\$	210.00
Structural Steel:					
Shop Welding Inspection (incls. Material ID)	\$ 88.00	hr	32	\$	2,816.00
Field Welding Inspection	\$ 104.00	hr	40	\$	4,160.00
Ultrasonic Testing (shop)	\$ 92.00	hr	8	\$	736.00
Ultrasonic Testing (field)	\$ 108.00	hr	16	\$	1,728.00
High Strength Bolting Inspection	\$ 104.00	hr	20	\$	2,080.00
High Strength Bolt Testing, Nuts & Washers (proof, hardness, ultimate load test - 3 of ea. per set)	\$ 335.00	set	3	\$	1,005.00
Asphalt Pavement:					
Asphalt Laydown Inspection (including density tests)	\$ 104.00	hr	20	\$	2,080.00
Bulk Specific Gravity (3 pt. LTMD)	\$ 220.00	ea	3	\$	660.00
Extraction & Gradation	\$ 235.00	ea	3	\$	705.00
Miscellaneous:					
Glulam Fabrication Inspection (estimate only)	\$ 104.00	hr	80	\$	8,320.00
Epoxy Inspection	\$ 104.00	hr	32	\$	3,328.00
Inspection and testing on expansion and drilled in anchors	\$ 104.00	hr	24	\$	2,496.00
Miscellaneous Construction Materials Testing	\$ 100.00	hr	20	\$	2,000.00
Shear Wall Diaphragm Nailing Inspection	\$ 104.00	hr	20	\$	2,080.00
Engineering	\$ 160.00	hr	60	\$	9,600.00
DSA 291 & 293 (includes interim reports)	\$ 395.00	ea	6	\$	2,370.00
TOTAL:				\$	148,901.50

Notes:

- 1 Estimate is taken from DSA approved plans and specifications.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact

Respectfully Submitted,
NV5 West, Inc.

Reviewed By,


 Carol Harrison
 Client Service Manager


 Scott Moors, CEG 1901
 Vice President

Attachment: 2018 Fee Schedule

2018 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

GENERAL CONDITIONS

Testing Samples - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

Turn-Around-Time - Standard TAT indicated in superscript.

RUSH: 50% surcharge. Sample prioritized over other samples in que.

PRIORITY: 100% surcharge: Completed as fast as possible per method.

See notes regarding TAT at bottom of page 3.

Project Setup - A \$165 fee applies for setup and administration of On-Call agreements and contracts less than \$3,000.

Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge for technicians or a 4-hour charge for inspectors.

Minimum Charges - Special Inspections: A minimum charge of 4 hours applies to inspection call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours.

Technicians: Minimum charge of 2 hours applies to technician call-out between 0 and 2 hours. Additional time charged in 2-hour increments.

Travel - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

Per Diem - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

Equipment - NV5 maintains a comprehensive inventory of calibrated field testing equipment. Daily equipment charges apply.

Overtime Rates - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40

hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or work on holidays will be charged at 2.0 times quoted rates.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest previous or following regular workday will be observed.

Project Management & Report Distribution - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or 1/2-hour/week (min) will be included for scheduling, report review, and data evaluation. Up to 2 hard copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.

Outside Services / Drillers-CPT / Subcontractors - Cost plus 15%.

Prevailing Wage - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify NV5 of predetermined wage requirements.

Sample Disposition - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination will be returned to Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee.

Certified Payroll - A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

Escalation - Listed rates are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 50%. (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>)

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to NV5's lab)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$185
Senior Engineer/Geologist/Consultant (PE, CEG)	\$160
Project Engineer/Geologist/Consultant	\$135
Project Manager	\$120
Staff Engineer/Geologist/Consultant	\$110
B. Field Sampling, Inspection & Testing	Prevailing Wage / Standard
Special (Deputy) Inspector	\$104 / \$88
(Concrete, P/T Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)	
Public Works Inspector	\$112 / \$100
Roofing/Waterproofing Inspector	\$104 / \$94
Concrete/Asphalt Batch Plant Inspection	\$104 / \$90
Technician* (Soil/Asphalt/Special Testing)	\$104 / \$90
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$108 / \$92
C. DSA / OSPHD Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$100
DSA Masonry / Shotcrete Inspection	\$104 / \$92
DSA 5 SI (Inspector Qualifications)	\$75 ea.
Special Inspection Verified Report (SIVR/VR)	\$225 (min.) ea.
Laboratory / Geotech. Verified Rpt (DSA 291/293 - Test Only)	\$395 (min.) ea.
Combined Lab Verified Report (DSA 291 - Tests & Inspections)	\$545 (min.) ea.
D. Sample Pickup Delivery, & Mileage	Standard
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price	\$62/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$93/hr
Mileage - Field Vehicle (\$30/day minimum charge)	\$0.65/mi
Mileage - Coring Truck	\$0.75/mi
Vehicle - Field Truck	\$55/day
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)	\$35/trip

E. Support Staff & Special Services

	Prevailing Wage	Standard
Laboratory Technician		\$100/hr
File Search, Reissue of Report	\$45/hr (min.)	
Certified Payroll Admin. (0.5 hr min./wk)		\$70/hr
Court Appearance and Depositions (4 hr min)		\$295/hr
Drafting/CADD		\$70/hr
Clerical		\$60/hr

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/dy
2. Calibrated Ram (Pull test)	\$95/dy
3. Ceiling Wire Dead-Weight Equip.	\$160/dy
4. Coating Thickness Gauge	\$45/dy
5. Concrete Relative Humidity Meter	\$265/dy
6. Concrete Slab Moisture Emission Kit / RH Probe	\$55/ea
7. Floor Flatness (plus labor - 4hr min)	\$575/dy
8. Durometer Gauge (Shore A/D)	\$45/dy
9. Hardness Gauge (Brinell, Rockwell)	\$85/dy
10. Generator	\$70/dy
11. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$400/dy
12. Magnetic Particle Equipment & Consumables	\$65/dy
13. Nuclear Gauge	\$35/dy
14. Pachometer (Rebar) Survey Equipment	\$95/dy
15. Schmidt Hammer	\$65/dy
16. Skidmore Wilhelm, per day	\$195/dy
17. Torque Wrench (Large, >100 ft-lb), per day	\$85/dy
18. Torque Wrench (Small), per day	\$20/dy
19. Ultrasonic Equipment & Consumables	\$75/dy
B. Diamond Coring (min. charge = field time w/travel + 1 hr. mob/demob.)	
1. Machine, truck & 1 operator (accessible flatwork only)	\$195/hr \$160/hr.
2. Machine, truck, operator and helper	\$290/hr 245/hr.
3. Coring Bit Charge	\$3/inch
4. Coring truck mileage (portal to portal)	\$0.75/mi

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204 ^B	\$ 150
2. Consolidation (up to 9 Load/Rebound Pts) – ASTM D2435 ^B	\$ 340
3. Collapse – ASTM D4546 ^B	\$ 165
4. additional Load Increment (Consol./Collapse) – per pt.	\$ 40
5. Direct Shear, remolded sample – ASTM D3080 ^D	\$ 285
6. Direct Shear, undisturbed (ring) sample – ASTM D3080 ^D	\$ 265
7. Expansion Index – ASTM D4829 ^B	\$ 160
8. Permeability, Constant Head – remolded - ASTM D2434, CT 220 ^D	\$ 445
9. pH (soil) – ASTM D4972 ^C	\$ 35
10. Resistivity – ASTM G57 ^C	\$ 60
11. Resistivity (Minimum), includes pH – CTM 643 ^C	\$ 155
12. Soil Cement – Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
13. Soil Cement – Wet-Dry Durability – ASTM D559	\$ 1100
14. Soil Cement – Compressive Strength – ASTM D1633	\$ 60
15. Soil Classification – ASTM D2488 – Visual-Manual ^A	\$ 45
16. Soluble Chloride (soils) ^C	\$ 80
17. Soluble Sulfate (soils) ^C	\$ 80
18. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

1. Sand equivalent (ASTM 2419, CTM 217) ^A	\$ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) ^A	\$ 85
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202) ^A	\$ 95
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202) ^A	\$ 135
5. Hydrometer w/ Fine Sieve (ASTM D422, CTM 203) ^B	\$ 185
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D422, CTM 203) ^B	\$ 210

C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698 ^A	\$ 185
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698 ^A	\$ 210
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718 ^A	\$ 295
4. Maximum Density Checkpoint (4 in. mold) ^A	\$ 75
5. Moisture & Dry Density (ring samples) ^A	\$ 22
6. Moisture determination (aggregate samples) ^A	\$ 35
7. Caltrans Relative Compaction (Wet Density) – CTM 216 ^A	\$ 225

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Rattler – ASTM C131, CTM 211 ^B	\$ 185
2. Absorption, sand or gravel – ASTM C127, C128 ^B	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883 ^C	\$ 410
4. Cement Treated Base (CTB), compact, cure & test ^E	\$ 260
5. Cement Treated Base – compression (make, cure, test – 3 spec)	\$ 565
6. Cement Treated Base – stability	\$ 525
7. Clay lumps and friable particles, per primary size – ASTM C142 ^C	\$ 115
8. Cleanness Test – CTM 227 ^A	\$ 130
9. Crushed particles, per primary size ^C	\$ 165
10. Durability Index (\$120 per size fraction) – CTM 229 ^A	\$ 215
11. Flat & Elongated Particles (per bin size) – ASTM D4791 ^C	\$ 190
12. Lightweight pieces, per size fraction – ASTM C123 ^C	\$ 400
13. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 495
b. Lime content, including untreated control sample	\$ 245
14. Mortar making properties of Sand ASTM C87 ^D	\$ 380
15. Relative Mortar Strength - CTM 515 ^D	\$ 410
16. Organic Impurities – ASTM C40, CTM 213 ^B	\$ 80
17. Petrographic Analysis of Gravel – ASTM C295 (single grading) ^E	\$ 450
18. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded) ^E	\$ 850
19. Potential Reactivity Test ASTM C289 Chemical Method ^D	\$ 495
20. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) ^E	\$ 785
Each additional month	\$ 118
21. Potential Reactivity Test ASTM C1260 Rapid Method ^E	\$ 625
22. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) ^E	\$ 1600
Extend to 24-months add (C1293 requires Sp Grav. & Unit Weight)	\$ 800
23. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo ^E	\$ 760
24. 'R' Value - ASTM D2888, CT 301 (Treated material by quote) ^B	\$ 315
25. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
26. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206) ^B	\$ 110
27. Specific gravity w/ absorption - fine (ASTM C128, CTM 207) ^B	\$ 130
28. Sulfate Soundness, 5 cycle test per primary size – ASTM C88 ^D	\$ 365
29. Uncompacted Void Content of Fine Aggregate – AASHTO T304 ^B	\$ 175

30. Unit weight – ASTM C29	\$ 72
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E Dimensional Stone Tests

1. Compressive Strength – ASTM C170 ^D	\$ 95
2. Water Absorption & Density – ASTM C97 (3 required) ^D	\$ 65
3. Modulus of Rupture – ASTM C99 ^D	\$ 115
4. Flexural Strength – ASTM C880 ^D	\$ 130

*(Comp., MOR & Flex Str. require 5 samples ea. in wet & dry conditions // & ⊥ to rift.)
(All prices are for prepared samples. Cutting and machining charges are extra.)*

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
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B Concrete

1. Concrete compression: 6x12 cylinders – ASTM C39 ^A	\$ 26
2. Concrete compression: 4x8 cylinders – ASTM C39 ^A	\$ 22
3. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 12.50
4. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder mold (w/ lid - spare)	\$ 6
6. Concrete core compression test – ASTM C42 ^C	\$ 45
7. Concrete Trial Batch (includes 6 compression tests)	\$765
8. Concrete Mix Design Review (excludes testing & revisions)	\$230
9. Concrete mix proportion revision	\$150
10. Density of concrete cylinder (unit weight) ^C	\$64
11. Drying shrinkage – ASTM C157 (set of 3, 5 ages) ^E	\$495
12. End preparation of cores, diamond sawing, per cut	\$15
13. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
14. Flexural strength, 6"x6" beam – ASTM C78 & C293 ^A	\$80
15. Shotcrete/Gunite core compression test (not including coring)	\$35
16. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
17. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
18. Lab trial batch, not including specimen tests - ASTM C192	Per Quote
19. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$50
20. Lightweight insulating concrete – unit weight (oven dry)	\$95
21. Modulus of elasticity, 4"x8" cylinder – ASTM C469 ^D	\$215
22. Petrographic analysis of hardened concrete – ASTM C856 (per core) ^E	\$950
23. Poisson's Ratio on 6"x12" cylinders – ASTM C469 ^D	Per Quote
24. Splitting tensile – ASTM C496 ^D	\$175
25. Non-Shrink (Dry-Pack) Grout – 2"x2"x2"; set of 3	\$96

C Masonry

1. Absorption - brick, 5 required – ASTM C67 ^D	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140 ^D	\$ 54
3. Compressive strength, brick, 5 required – ASTM C67 ^D	\$ 45
4. Compression - masonry core ^C	\$ 45
5. Compression - masonry prisms 8"x8" – ASTM C1314 (other sizes by quote – may require cutting charge)	\$ 150
6. Compression - masonry unit, 3 required – ASTM C140 ^D (requires absorption/unit weight tests for Net Area)	\$ 80
7. Dimensions – masonry unit, 3 required ^D	\$ 42
8. Compression test, grout specimens	\$ 30
9. Compression test, mortar specimens	\$ 30
10. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
11. Efflorescence, first unit @ \$125, each additional @	\$ 54
12. Linear shrinkage, masonry unit, 3 required – ASTM C426 ^E	\$ 98
13. Masonry Prism Pickup (ea.)	\$ 45
14. Masonry Unit Acceptance Test – ASTM C140 ^D (includes absorption, compression, dimensions, unit weight)	\$ 585
15. Mortar Aggregate Ratio – ASTM C780 (A4) ^B	\$ 245
16. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 42
17. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 42
18. Shear test on masonry core – CBC 2105A.4 ^B	\$ 105
19. Tensile test on masonry block	\$ 190
20. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 45
21. Visual Examination & Photo-document Core – CBC 2105A.4 ^B	\$ 45

Standard Turn-Around-Times (where applicable TAT indicated in superscript):

A – 3 working days	B – 5 working days	C – 7 working days
D – 10 working days	E – >10 working days	

TAT indicates testing time under typical conditions and is subject to change.

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A. General Testing

1. Processing mill certification (each size & heat)	\$20 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) ^C	\$215

B. Reinforcing Steel

1. Deformation, reinforcing steel ^C	\$60
2. Pre-stress, strand or wire, tensile & elongation ^D	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar) ^C	\$50
5. Tensile test (rebar), up to & including #8 ^C	\$55
6. Tensile test (rebar) #9, #10, #11 ^D	\$95
7. Tensile test (rebar) #14, #18 ^D	\$215
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) ^D	\$215

C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$75
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$125
5. Flattening test of pipe	\$65

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer) ^D	\$ 335
2. Bolts – proof load (non-DSA) ^D	\$ 45
Bolts – ultimate load ^D	\$ 65
Bolts – hardness ^D	\$ 35
3. Nuts – proof load ^D	\$ 45
Nuts – hardness ^D	\$ 35
4. Washers – hardness ^D	\$ 35

E. Welding Procedure and Welder Qualification Tests

	<i>Coupon thickness (mild steel only)</i>	<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)			\$45
2. Macroetch	\$55 ea.		
3. Free bend			\$65
4. Nick break	\$45 ea.		\$35
5. Side, face or root bend	\$28 ea.		\$35
6. Tensile	\$40 ea.		\$50
7. Welder Qualification Records			\$115

Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.

**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

***Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Roof Tile Strength	\$95
4. Roof Tile Absorption	\$75
5. Roof Cut Tests (total weight only)	\$85
6. Jobsite Trailer or Mobile Laboratory	Per Quote
7. Universal Testing Machine (Hourly)	\$210
8. Ground Rod Test (plus travel)	\$175

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals

1. Consistency test – ASTM D3910 ^A	\$95
2. pH determination ^B	\$75
3. Oven cook off (% residue) ^A	\$100
4. Solids content by evaporation and ignition extraction (slurry) ^A	\$225
5. Wet Track Abrasion – ASTM D3910 (prep. not included) ^A	\$270

B. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166 ^A	\$220
2. Coring of asphaltic concrete – See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method – CTM 382, 202 ^A	\$235
Solvent Extraction Method – ASTM D2172 ^B	\$395
4. Extraction, % bitumen only	
Ignition Oven Method – CTM 382 ^A	\$155
Solvent Extraction Method – ASTM 2172 ^B	\$305
5. Film stripping – CTM 302 ^C	\$165
6. Gyrotory Compaction, 6" specimen, Lab Mix* – AASHTO T312 ^B	\$350
7. Gyrotory Compaction, 6" specimen, Plant Mix* – AASHTO T312 ^B	\$300
<i>* Add \$110 for Asphalt Rubber</i>	
8. Hamburg Wheel Track – AASHTO T324 ^B	\$1,450
9. Ignition Oven Correction Factor – CTM 382 ^B	\$650
10. Marshall - Stability and flow (core) – ASTM D1559 ^A	\$125
11. Marshall - Stability and flow (bulk) – ASTM D1559 ^B	\$325
12. Marshall - Specific Gravity ^A	\$225
13. Mix proportion - Marshall Method ^D	\$2,900
with R.A.P. ^B	\$3,700
14. Mix proportion - HVEEM Method ^D	\$2,700
with R.A.P. ^B	\$3,500
15. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 ^A	\$200
16. Moisture content – ASTM D-1461 ^A	\$115
17. Moisture Susceptibility – AASHTO T283 ^D	\$2,550
18. Recovery of Extracted Asphalt (extraction only) - ASTM D5404 ^D	\$250
19. Recovery of rubber from ARHM extraction ^D	\$315
20. Specific gravity of core – ASTM D2726 ^A	\$60
21. HVEEM Stabilometer test on premixed sample – CTM 366 ^A	\$185
Stabilometer test and mixing of sample ^B	\$400
22. Surface Abrasion – CTM 360 ^C	\$525
23. Resistance to Moisture Induced Damage (untreated) – T-283, CT 371 ^D	\$2,650
24. Resistance to Moisture Induced Damage (lime) – T-283, CT 371 ^D	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

Standard Turn-Around-Times: (where applicable TAT indicated in superscript following method):

A – 3 working days; B – 5 working days; C – 7 working days;
D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to change. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – MATERIALS TESTING, & SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **BTC Labs – Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

Term of Agreement. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.

5. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
6. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
7. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

8. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

9. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
10. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
11. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

12. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
13. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
14. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
15. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
16. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
17. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

18. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

19. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the “Standard of Performance”).


20. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

21. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

22. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

23. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
24. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
25. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
26. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
27. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.


28. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

29. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

30. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: BTC Labs – Vertical Five
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
T: (805) 656-6074
Email: scott.moors@nv5.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

33. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
34. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
35. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
36. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 37. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 38. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

BTC LABS - VERTICAL FIVE:

Lisa A. Franz
Signature

Scott Moors
Signature

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

SCOTT MOORS / President
Typed Name/Title

11-20-13
Date

10-30-2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: ~~95~~ 27-1979620

- Not Project Related
 Project #13-154

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

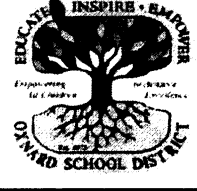
WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-154

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE)	CONSULTANT: _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
_____ (PM APPROVAL SIGNATURE)		_____ (DATE)
SPECIAL INSTRUCTIONS:		

Not Project Related

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

MATERIALS TESTING & SPECIAL INSPECTIONS FEE SCHEDULE

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to BTC Labs)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$180
Senior Engineer/Geologist/Consultant (PE, CEG)	\$155
Project Engineer/Geologist/Consultant/Manager	\$130
Staff Engineer/Geologist/Consultant	\$105

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
Special (Deputy) Inspector <i>(Concrete, P/T Concrete, Masonry, Welding, Bolting, Fireproofing)</i>	\$86	\$78
Concrete/Asphalt Batch Plant Inspection	\$86	\$78
ACI Concrete Technician	\$86	\$74
Senior Technician* <i>(Soil/Asphalt/Special Testing)</i>	\$88	\$78
Mechanical/Electrical Inspector	\$92	\$90
Roofing/Waterproofing Inspector	\$95	\$85
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$92	\$84
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$30

* Services such as: density by nuclear gauge, Schmidt Hammer readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians

C. DSA / OSPIID Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$95
DSA Masonry / Shotcrete Inspection	\$90
DSA Form 5 (Inspector Qualifications)	\$45 ea.
Special Inspection Verified Report (SIVR/VR)	\$185 (min.) ea.
Laboratory / Geotechnical Verified Report	\$385 (min.) ea.

D. Sample Pickup & Delivery, Mileage	Prevailing Wage	Standard
Sample Pickup (<25mi. radius of Lab) – plus applicable unit price	\$55/hr	
Field Equipment & Supply Delivery (1 hr min)		\$55/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)		\$75 /hr
Mileage – Field Vehicle (\$30/day minimum charge)		\$0.60/mi
Mileage – Coring Truck		\$0.70/mi

See Unit Prices for pickup charges of cylinders, prisms, panels, etc.

E. Support Staff & Special Services

	Prevailing Wage	Standard
Laboratory Technician		\$85
File Search, Reissue of Report		\$45 (min.)
Certified Payroll Admin. (0.5 hr min./wk)		\$80
Court Appearance and Depositions (4 hr min)		\$295
Drafting/CADD		\$70
Clerical		\$60

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Ceiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor – 4hr min)	\$550/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	\$385/day
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$35/day
13. Skidmore Wilhelm, per day	\$75/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
17. Vehicle – Field Truck	\$55/day

B Diamond Coring (min. charge – field time w/travel + 1 hr. mob./demob.)

1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr	\$150/hr.
2. Machine, truck, operator and helper	\$275/hr	215/hr.
3. Coring Bit Charge		\$2/inch
4. Coring truck mileage (portal to portal)		\$0.70/mi
5. Traffic Control		Per Quote

Not Project Related

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III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204	\$ 142
2. Consolidation (Incremental Loading) - ASTM D2435	\$ 315
3. Direct Shear, remolded sample - ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample - ASTM D3080	\$ 235
5. Expansion Index - ASTM D4829	\$ 158
6. Hydrometer analysis (without specific gravity) - ASTM D422	\$ 132
7. Permeability, Constant Head - remolded - ASTM D2434, CT 220	\$ 360
8. pH (soil) - ASTM D4972	\$ 35
9. Resistivity - ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH - CTM 643	\$ 155
11. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
12. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
13. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
14. Soil Classification - ASTM D2488 - Visual-Manual	\$ 24
15. Soluble Chloride (soils)	\$ 75
16. Soluble Sulfate (soils)	\$ 75
17. Unconfined compression on prepared specimens	\$ 95

B Particle Size Analysis

18. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
19. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 65
20. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202)	\$ 85
21. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202)	\$ 105
22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 165

C Moisture Density Relationship

23. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698	\$ 175
24. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698	\$ 195
25. Max. Density-Opt. Moist. w/ Rock Corr. - ASTM D1557, D4718	\$ 295
26. Maximum Density Checkpoint (4 in. mold)	\$ 65
27. Moisture & Dry Density (ring samples)	\$ 20
28. Moisture determination (aggregate samples)	\$ 35
29. Caltrans Relative Compaction (Wet Density) - CTM 216	\$ 225

D Aggregate, Soil & Rock

30. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211	\$ 165
31. Absorption, sand or gravel - ASTM C127, C128	\$ 60
32. California bearing ratio (CBR) with expansion - ASTM D1883	\$ 365
33. California bearing ratio (CBR) at 95% (3 points) - ASTM D1883	\$ 585
34. Cement Treated Base (CTB), compact, cure & test	\$ 225
35. Cement Treated Base - compression (make, cure, test 3 spec)	\$ 565
36. Cement Treated Base - stability	\$ 525
37. Clay lumps and friable particles, per primary size - ASTM C142	\$ 115
38. Cleanness Test - CTM 227	\$ 128
39. Crushed particles, per primary size	\$ 165
40. Durability Index (\$120 per size fraction) - CTM 229	\$ 215
41. Fine Aggregate Angularity - AASHTO T304	\$ 175
42. Flat & Elongated Particles (per bin size) - ASTM D4791	\$ 190
43. Lightweight pieces, per size fraction - ASTM C123	\$ 400
44. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
45. Mortar making properties of Sand - ASTM C87	\$ 360
46. Mortar Properties - CTM 515	\$ 410
47. Organic Impurities - ASTM C40	\$ 75
48. Petrographic Analysis of Gravel - ASTM C295 (single grading)	\$ 450
49. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded)	\$ 850
50. Potential Reactivity Test - ASTM C289 Chemical Method	\$ 495
51. Potential Reactivity - ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
52. Potential Reactivity Test - ASTM C1260 Rapid Method	\$ 589
53. Potential Reactivity - ASTM C1293 Mortar Bar w/ Pozz. (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
54. Potential Reactivity Test - ASTM C1567 Rapid-Cement Combo	\$ 760
55. 'R' Value (HVEEM) (Treated material by quote)	\$ 270
56. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 100
58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 125
59. Sulfate Soundness, 5 cycle test per primary size - ASTM C88	\$ 325
60. Uncompacted Void Content of Fine Aggregate - AASHTO T304	\$ 145
61. Unit weight - ASTM C29	\$ 72

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Alkali content of Portland Cement	Per Quote
2. Grab sample (CCR Title 24) includes 1 year storage	\$ 48
3. Testing individual samples of cement, ASTM C150	Per Quote

B Concrete

1. Cement content of hardened concrete - ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders - ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders - ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 5
7. Concrete core compression test - ASTM C42	\$ 35
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage - ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam - ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. - ASTM C495	\$50
21. Lightweight insulating concrete unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder - ASTM C469	\$215
23. Petrographic analysis of hardened concrete - ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders - ASTM C469	Per Quote
25. Splitting tensile - ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout - 2"x2"x2"; set of 3	\$96

C Masonry

1. Absorption - brick, 5 required - ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140	\$ 45
3. Compressive strength, brick, 5 required - ASTM C67	\$ 45
4. Compression - masonry core	\$ 35
5. Compression - masonry prisms 8"x 8" - ASTM E447 (other sizes by quote - may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required - ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 65
7. Dimensions - masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup	\$ 29
9. Masonry Unit Acceptance Test - ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 25
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 24
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required - ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required - ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd - ASTM C140	\$ 42
17. Shear test on masonry core - CBC 2105A.4	\$ 85
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required - ASTM C140	\$ 45
20. Visual Examination & Photo-document Core - CBC 2105A.4	\$ 35

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1. Processing mill certification (each size & heat)	\$18 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$24 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$187

B Reinforcing Steel

1. Deformation, reinforcing steel	\$40
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$45
5. Tensile test (rebar), up to & including #8	\$45
6. Tensile test (rebar) #9, #10, #11	\$60
7. Tensile test (rebar) #14, #18	\$160
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$125

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C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$55
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$95
5. Flattening test of pipe	\$42

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts - proof load (non-DSA)	\$ 45
Bolts - ultimate load	\$ 65
Bolts - hardness	\$ 35
3. Nuts - proof load	\$ 45
Nuts - hardness	\$ 35
4. Washers - hardness	\$ 35

F. Welding Procedure and Welder Qualification Tests

<i>Coupon thickness (mild steel only)</i>		
	<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)		\$45
2. Macroetch	\$55 ea.	
3. Free bend		\$65
4. Nick break	\$45 ea.	\$35
5. Side, face or root bend	\$28 ea.	\$35
6. Tensile	\$40 ea.	\$50
7. Welder Qualification Records		\$115

Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code

**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

***Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15%, for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$70
3. Fireproofing Bond Pull Test	\$38
4. Roof Tile Strength	\$54
5. Roof Tile Absorption	\$38
6. Roof Cut Tests (total weight only)	\$57
7. Ply count, separation, bituminous content, etc.	Per Quote
8. Jobsite Trailer or Mobile Laboratory	Per Quote
9. Universal Testing Machine (Hourly)	\$150
10. Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

VII. ASPHALT & ASPHALTIC CONCRETE

A. Asphalt Pavement Engineering

1. CALTRANS Third Party Resolution Documentation Fee	\$350
2. Pavement Evaluations	\$425 (minimum)

B. Asphaltic Cements And Liquid Asphalts

1. Absolute viscosity @140°F - ASTM D-2171, AASHTO T-202	\$155
Other temperature	\$185
2. Cone penetration - ASTM D-217	\$125
3. Flash point Cleveland Open Cup - ASTM D-92, AASHTO T-48	\$125
4. Kinematic viscosity @140 or 275°F - D-2170, T-201	\$125
Other temperature	\$155
5. Penetration - ASTM D-5, AASHTO T-49 (at 77°F)	\$115
Other temperature	\$135
6. Softening point - ASTM D-36	\$125
7. Solubility in trichloroethylene - ASTM D2042, AASHTO T-44	\$185
8. Specific gravity - ASTM D-70, AASHTO T-228	\$125

C. Emulsions And Slurry Seals

1. Cement mixing - ASTM D-244, AASHTO T-59	\$105
2. Consistency test - ASTM D-3910	\$95
3. Demulsibility - ASTM D-244, AASHTO T-59	\$115
4. Miscibility - ASTM D-244	\$115
5. Particle charge - ASTM D-244, AASHTO T-59	\$75
6. pH determination	\$75
7. Oven cook off (% residue)	\$100
8. Set time - ASTM D-3910	\$85
9. Settlement, 5 or 7 day - ASTM D-244, AASHTO T-59	\$155
10. Slurry seal mix proportion	\$1,750
11. Solids content by evaporation and extraction (slurry)	\$205
12. Storage stability, 1 day - ASTM D-244	\$150
13. Functional Recovery	\$125
14. Wet Track Abrasion - ASTM D-3910 (prep. not included)	\$270

D. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (max density, bulk AC) CTM 308, AASHTO T166	
3 pt. LTMD	\$210
5 pt. LTMD	\$325
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Solvent Extraction Method - ASTM D2172	\$325
Ignition Oven Method - CTM 382, 202	\$225
4. Extraction, % bitumen only	
Solvent Extraction Method - ASTM 2172	\$265
Ignition Oven Method - CTM 382	\$145
5. Film stripping - CTM 302	\$165
6. Ignition Oven Correction Factor - CTM 382	\$650
7. Marshall - Stability and flow (core) - ASTM D-1559	\$125
8. Marshall - Stability and flow (bulk) - ASTM D-1559	\$325
9. Marshall - Specific Gravity	\$225
10. Mix proportion - Marshall Method	\$2,900
with R.A.P.	\$3,700
11. Mix proportion - HVEEM Method	\$2,700
with R.A.P.	\$3,500
12. Theoretical Maximum Specific Gravity (RICE) - ASTM D-2041	\$200
13. Moisture content - ASTM D-1461	\$115
14. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
15. Recovery of rubber from ARHM extraction	\$115
16. Specific gravity of core - ASTM D-2726	\$60
17. HVEEM Stabilometer test on premixed sample - CTM 366	\$185
Stabilometer test and mixing of sample	\$400
18. Surface abrasion CTM 360	\$445
19. Swell test in conjunction with stabilometer - CTM 305	\$115
20. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371	\$1,700
21. Resistance to Moisture Induced Damage (lime) - T-283, CT 371	\$1,850
22. Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

Not Project Related

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
 Project #13-154

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 1. owned, non-owned and hired vehicles;
 2. blanket contractual;
 3. broad form property damage;
 4. products/completed operations; and
 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

Project #13-154

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #13-154

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

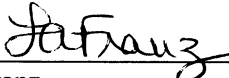
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name: Scott Moors

Title: President


AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-30-2013

Proper Name of Contractor: BTC LABS - Vertical Five

Signature: 

By: Scott Moors

Its: _____

- Not Project Related
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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

SCOPE OF SERVICES – Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

1. Qualifications and Special Inspection Services:

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2. General Scope of Services:

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.

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m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests

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- Concrete Cylinders (ASTM C29)
- Concrete Cores (ASTM C39)
- Lightweight Concrete (ASTM C495)
- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
 - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
- iv. Concrete Aggregate
 - Conformance Test (ASTM C33)
(Sieve Analysis, Deleterious Substances & Soundness)

5. Reinforcing Steel Placement:

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
 - i. *Bars.* Size and spacing of bars.
 - ii. *Splices.* Location and length of splices.
 - iii. *Clearances.* Check clearances.
 - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
 - v. *Spacing tolerances.* Confirm spacing tolerances.
 - vi. *Steel Support.* Proper support of steel with ties.

5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
 - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
 - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
 - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
 - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
 - v. *Correct Mix.* Determine that the correct mix is being utilized.
 - vi. *Slump.* Monitor slump of each truck.
 - vii. *Temperature.* Record temperature of air and concrete.
 - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
 - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
 - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

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6. Compression Testing:

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

7. Mix Design Review:

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
- i. Masonry Compression Tests
 - Mortar (UBC 21 - 16)
 - Grout (UBC 21 - 18 | ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage - Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. Concrete Aggregate
 - Conformance Test (ASTM C404)
(Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

- a. The consultant's duties shall include the following:
- i. Review mill test certifications of block and reinforcing steel.
 - ii. Inspect to determine size and spacing of dowels.
 - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
 - iv. Inspect proper lay-up of block units.
 - v. Inspect reinforcing steel prior to grouting.
 - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
 - vii. Inspect to determine proper consolidation of grout.
 - viii. Check that curing requirements are being followed.

9. Structural Steel:

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
- i. Field Welding
 - ii. High Strength Bolting

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- iii. Metal Decking
 - iv. Welded Stud Connectors
 - v. Fabrication Shop
- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
 - ii. Hardness Test (ASTM A325)
 - iii. Tensile Strength (ASTM F606)

10. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

- Not Project Related
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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "Billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values;% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

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

Cavignac & Associates

INSURANCE BROKERS
License No. OA99520

450 B Street, Suite 1800
San Diego, CA 92101-8005

Phone 619-234-6848
Fax 619-234-8601
Web Site www.cavignac.com

Oxnard School District
ATTN: Lisa Franz
1051 South A Street
Oxnard, CA, 93030

Oct 30, 2013

Re: NV5/Nolte Associates, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email (certificates@cavignac.com) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243844.

Sincerely,

Cavignac & Associates Certificate Department
certificates@cavignac.com
619-234-1239 (fax)

cc: Danielle Wooten (Danielle.Wooten@nv5.com)

Certificate of Insurance for NV5/Nolte Associates, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2013

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

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

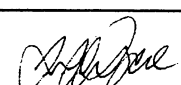
PRODUCER Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 619-234-6848	FAX (A/C No.): 619-234-8601
E-MAIL ADDRESS: certificates@cavnagac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER		25674
INSURER B: TRAVELERS IND CO OF CT		25682
INSURER C: HUDSON INS CO		25054
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 243844 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6806B97547A	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BA6B774609	7/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0		CUP4076T902	7/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB3893T34A	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEE7246003	5/1/2013	5/1/2014	Ea Claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Agreement for Consultant Services #13-130. Additional Insured coverage applies to General and Automobile Liability for Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit. Cavnagac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030 United States	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE Jeffrey W. Cavnagac 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

 X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #9 (“WAL #9”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental support services for the McAuliffe Elementary School Kindergarten Flex Project (Penanhoat/Fateh/CFW)

On April 19, 2018, the Notice to Proceed was issued to Viola Inc., to begin construction at the Brekke, McAuliffe and Ritchen Kindergarten Flex projects. It was determined that there would be 300-500 cubic yards of export soils that would need to be tested for contaminants per location. This WAL will expand the scope of work for Rincon Consultants Inc., as the hygienist for the project to include performing additional soil analysis at the McAuliffe Elementary School Kindergarten Flex Project.

This Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-131**

Work Authorization Letter: **#9**

Consultant: **Rincon Consultants Inc.**

Date Issued: **6/20/18**

FISCAL IMPACT

Work Authorization Letter #9 to Agreement #13-131 includes soil analysis for McAuliffe at a cost of \$1,236.00. This cost will be encumbered against the established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds.


RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #9 to Agreement #13-131 with Rincon Consultants Inc. to provide additional soil analysis for the McAuliffe Elementary School Kindergarten Flex Project.

ADDITIONAL MATERIAL

Attached:

- Work Authorization Letter #9 (1 Page)
- Rincon Consultants Inc. Proposal dated May 4, 2018 (5 pages)
- Master Agreement #13-131, Rincon Consultants Inc. (53 pages)

	WORK AUTHORIZATION LETTER		
	GENERAL INFORMATION		
PROJECT #: SITE NAME: McAuliffe E.S. MASTER AGREEMENT #: 13-131 WAL #: 9	DATE: 6/20/2018 DSA # OPSC # VENDOR ID:		
PURSUANT TO MASTER AGREEMENT BETWEEN:			
DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Rincon Consultants Inc. 180 North Ashwood Avenue Ventura, CA 93003 (805)644-4455	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
<p><i>This WAL 9 expands on the scope of work for Rincon Consultants to provide additional soil analysis at the McAuliffe Kindergarten Flex Project. WAL 6 states that Rincon Consultants will provide as-needed environmental support services to lead the monitoring and oversight activities for the projects. Certified personnel will provide the following services, including but not limited to; collect samples, provide visual inspections, provide lab testing, analyses, clean-up plans and provide reports for the duration of the projects. Consultant will address all requirements set forth by any agency having jurisdictional authority over the projects relating specifically to the scope of work within this WAL.</i></p> <p style="text-align: center;">(ATTACH ADDITIONAL PAGES AS NECESSARY)</p>			
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
START DATE: 6/25/2018	COMPLETION DATE: 8/1/2018		
FIXED FEE AMOUNT: One Thousand Two Hundred Thirty-Six Dollars (\$1236.00)			
<i>This fee amount is based upon Consultant's proposal dated <u>5/4/2018</u> and subsequent negotiations mutually agreed to by all parties</i>			
<p><i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>			
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:			
DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
FOR DISTRICT USE ONLY			
PROJECT MANAGER: Mario Mera P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds COST ID: 6271		PREPARED BY: Sean Mahan P.O. AMOUNT:	
(PM APPROVAL SIGNATURE)		(DATE)	
SPECIAL INSTRUCTIONS:			



Rincon Consultants, Inc.

180 North Ashwood Street
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

May 4, 2018
Project 18-05875

Jennifer MacIsaac
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035
Via email: jmacisaac@cfwinc.com

Proposal to Perform Additional Soil Analysis at Norman R. Brekke, Christa McAuliffe, and Emilie Ritchen Elementary Schools, Oxnard, California

Dear Ms. MacIsaac:

Rincon Consultants (Rincon) is pleased to submit this proposal to perform additional soil analysis at three Oxnard School District elementary schools. Rincon understands that one new modular classroom will be installed at each of the elementary school sites.

On April 27, 2018, Rincon advanced four soil borings at Emilie Ritchen Elementary School and two soil borings at Norman R. Brekke and Christa McAuliffe Elementary Schools. Soil samples were collected at depths of 1.0 foot and 2.5 feet, and 3.5 or 4.0 feet below ground surface (bgs). Soil samples collected at 1.0 and 2.5 feet bgs were analyzed for organochlorine pesticides (OCPs), volatile organic compounds (VOCs), total petroleum hydrocarbons as diesel and oil (TPHd and TPHo), and Title 22 metals. Soil samples collected at 3.5 or 4.0 feet bgs were placed on hold at the laboratory pending shallow soil analytical results. A summary of soil results and recommendations for each school follows.

Emilie Ritchen Elementary School

Laboratory analytical results indicated that concentrations of the pesticide chlordane exceeded California hazardous waste criteria in soil samples RB-1-1.0, RB-4-1.0, and RB-4-2.5 at Ritchen Elementary School; the pesticide 4,4'-DDE also exceeded these criteria in samples RB-4-1.0 and RB-4-2.5. Based on these results, Rincon recommends analyzing the remaining soil samples to further evaluate the extent of elevated concentrations of chlordane and other detected pesticides. In addition, it will be necessary for the three samples identified above to undergo the toxicity characteristic leaching procedure (TCLP) to determine if chlordane concentrations exceed Resource Conservation and Recovery Act (RCRA) hazardous waste (federal) disposal thresholds.



Brekke Elementary School

Laboratory analytical results indicated that the detected concentrations of the pesticides chlordane in RB-5-1.0 exceeded the RCRA hazardous waste criteria, therefore, the sample should undergo TCLP. In addition, 4,4'-DDE exceeded the California hazardous waste criteria in sample RB-5-1.0 and should undergo STLC analysis. No additional sampling or analyses beyond those identified above are recommended.

McAuliffe Elementary School

Laboratory analytical results indicated that the detected concentrations of chlordane and 4,4'-DDE exceeded the California hazardous waste criteria in two shallow soil samples. In addition, the soil samples exceeded the RCRA hazardous waste screening criteria and should therefore undergo TCLP testing for the purposes of disposal. No additional sampling or analyses are recommended beyond those tests identified above.

Additional Soil Sampling Scope of Work

Additionally, should the location of the building footprint change at Ritchen Elementary School, Rincon recommends advancing two additional soil borings in the revised building footprint and collecting soil samples at 1.0, 2.5, and 3.5 or 4.0 feet bgs. If additional soil sampling is necessary, the following scope of work will be implemented.

Utility Notification

Caldwell Flores Winters, Inc. will be responsible for Underground Service Alert (USA) notification.

Additional Soil Assessment

We will advance up to two soil borings for this assessment. The borings will be advanced with a hand auger to depths of up to four feet bgs. Soil samples will be collected at 0.5-1.0 foot bgs, 2.0-2.5 feet bgs, and 3.5-4.0 feet bgs. The borings will be terminated if refusal or groundwater is reached before the borehole reaches 4.0 feet bgs. Soil matrix samples will be analyzed for OCPs by EPA method 8081A by a California certified laboratory.

For budgetary purposes, we have assumed that the 0.0-0.5 and 1.5-2.0 foot deep samples will be analyzed for these constituents and the 3.5-4.0 foot deep samples will be put on hold pending the results of the other two samples. If contaminants are detected in the shallow samples, then we will discuss this with Client to determine if any of the deepest samples



warrant analysis. Based on previous laboratory analytical results, we are assuming that all six soil matrix samples will be analyzed; that one soil sample will need to undergo STLCL analysis; and three samples will need to undergo TCLP.

The soil borings will be logged in the field for sediment type, contaminants, or other notable features. Soil boring logs will be prepared. The sediments will be classified pursuant to Unified Soil Classification System (USCS) protocol.

Report Preparation

Following completion of the field work and receipt of the analytical results, we will incorporate the additional information described above into the report that was identified in our proposal of April 27, 2018 that summarizes the results of the analyses, presents soil boring logs, depicts sampling locations, tabulates the analytical data, and compares the results to contaminant thresholds. The report will be prepared and stamped by a California Professional Geologist.

Schedule and Cost

We are prepared to start with this project immediately upon your authorization. The samples will be analyzed on an expedited turnaround basis of 3 working days. We will have a draft report prepared within one week of receipt of the laboratory data.

The work described in this proposal will be performed in accordance with the existing contract between Rincon and the Oxnard School District, and is intended to augment the work scope described in our April 27, 2018 proposal.

We have calculated the cost to complete additional analyses and potential additional sampling in the tables below. The cost of performing all sampling efforts described above is **\$7,416**. Our scope of work and cost for the soil sampling has incorporated the following assumptions:

- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the property owner.
- Rincon will not be responsible for notifying the utility clearance service and all utility clearances will have been done prior to Rincon doing its sampling.
- The subsurface is amenable to drilling using the method described in this proposal and the sampling can be completed in the specified timeframes.
- There will be no delays caused by inclement weather.
- Site access will be secured by the property owner and all areas of the site will be accessible during our sampling.
- Laboratory analysis costs are based on an expedited turnaround basis (3 working days).
- The soil cuttings will be used to backfill the sampling boreholes.



Authorization

To authorize this proposal, please provide us a work order referencing this proposal.



We sincerely appreciate your consideration of Rincon Consultants for this project. If you have any questions or would like any additional information, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.

Jennifer Bauer Morton, PG
Senior Project Manager

Ed Morelan, PG, CEG
Principal / Senior Engineering Geologist



Table 1 - Cost Breakdown for Additional Analysis for Existing Soil Samples

Item	Unit	Cost per Unit	Number of Units	Subtotal
Sample Analysis				
Organochlorine Pesticides	Sample	\$122	8	\$976
STLC – 4,4'-DDE	Sample	\$129	1	\$129
TCLP – chlordane	Sample	\$144	6	\$863
			Subtotal	\$1,968
Report and Project Management				
Additional Report Preparation	Lump Sum	\$1,000	1	\$1,000
Project Management: Rincon Professional IV	Hour	\$135	6	\$810
Rincon Principal I	Hour	\$215	3	\$645
			Subtotal	\$2,455
			Total Cost	\$4,423

**Table 2 - Cost Breakdown for Additional Soil Borings at Ritchen ES
(If Change in Building Footprint Location is Required)**

Item	Unit	Cost per Unit	Number of Units	Subtotal
Soil Sampling				
Project Environmental Scientist	Task	\$500	1	\$500
Miscellaneous Equipment: sampling equipment and vehicle	Task	\$200	1	\$200
			Subtotal	\$700
Sample Analysis				
Organochlorine Pesticides	Sample	\$122	6	\$732
STLC– 4,4'-DDE	Sample	\$129	1	\$129
TCLP - chlordane	Sample	\$144	3	\$432
			Subtotal	\$1,293
Report and Project Management				
Report Preparation and Project Management	Lump Sum	\$1,000	1	\$1,000
			Subtotal	\$1,000
			Total Cost	\$2,993

Total of Costs included in Tables 1 and 2: \$7,416

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

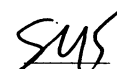
21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

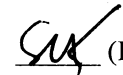
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

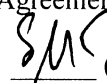
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:

[Signature]
Signature

STEPHEN SNEYDE, AICP/N.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

- Not Project Related
- Project #13-131

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE) (DATE)	CONSULTANT: _____ (SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-131

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

Project #13-131

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

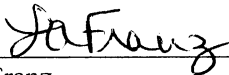
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 

Lisa A. Franz
Director, Purchasing

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name: STEPHEN SVETE

Title: VICE PRESIDENT

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature: 

By: STEPHEN SVETE

Its: VICE PRESIDENT

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

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CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
 Program Manager for Oxnard School District
 1901 Victoria Ave, Suite 106
 Oxnard, CA 93035
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: _____
 PROJECT #: _____
 PROJECT TYPE: **New Const./Modernization**
 DATE: _____
 INVOICE #: _____
 PERIOD COVERED: _____
 PO #: _____

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

STEP 2 STEP 1

FOR THE YEAR OF THE CONTRACT, THE CONTRACTOR SHALL VALUE THE WORK COMPLETED TO DATE AS OF THE DATE OF THIS INVOICE. THE CONTRACTOR SHALL SUBMIT THIS BILLING FORM TO THE CONSULTANT/VENDOR FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND AGENCIES.

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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

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

PRODUCER LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

COVERAGES **CERTIFICATE NUMBER:** 107184 **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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. 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.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Paul Finn

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY
ENV 98 031 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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

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

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #10 (“WAL #10”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental support services for the Ritche Elementary School Kindergarten Flex Project (Penanhoat/Fateh/CFW)

On April 19, 2018, the Notice to Proceed was issued to Viola Inc., to begin construction at the Brekke, McAuliffe and Ritche Kindergarten Flex projects. It was determined that there would be 300-500 cubic yards of export soils that would need to be tested for contaminants per location. This WAL will expand the scope of work for Rincon Consultants Inc., as the hygienist for the project to include performing additional soil analysis at the Ritche Elementary School Kindergarten Flex Project.

This Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-131**

Work Authorization Letter: **#10**

Consultant: **Rincon Consultants Inc.**

Date Issued: **6/20/18**

FISCAL IMPACT

Work Authorization Letter #10 to Agreement #13-131 includes soil analysis for Ritche at a cost of \$4,944.00. This cost will be encumbered against the established available project budget. The overall project budget will not change and is being funded out of Master Construct & Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #10 to Agreement #13-131 with Rincon Consultants Inc. to provide additional soil analysis for the Ritche Elementary School Kindergarten Flex Project.

ADDITIONAL MATERIAL

Attached:

- Work Authorization Letter #10 (1 page)
- Rincon Consultants Inc. Proposal dated May 4, 2018 (5 Pages)
- Master Agreement #13-131, Rincon Consultants Inc. (53 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 6/20/2018
SITE NAME: Ritchee E.S.	DSA #
MASTER AGREEMENT #: 13-131	OPSC #
WAL #: 10	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Rincon Consultants Inc. Street: 180 North Ashwood Avenue City, State, Zip: Ventura, CA 93003 Phone: (805)644-4455

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

This WAL 10 expands on the scope of work for Rincon Consultants to provide additional soil analysis at the Ritchee Elementary School Kindergarten Flex Project. WAL 6 states that Rincon Consultants will provide as-needed environmental support services to lead the monitoring and oversight activities for the projects. Certified personnel will provide the following services, including but not limited to; collect samples, provide visual inspections, provide lab testing, analyses, clean-up plans and provide reports for the duration of the projects. Consultant will address all requirements set forth by any agency having jurisdictional authority over the projects relating specifically to the scope of work within this WAL.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 6/25/2018	COMPLETION DATE: 8/1/2018
FIXED FEE AMOUNT: Four Thousand Nine Hundred Forty-Four Dollars (\$4944.00)	

This fee amount is based upon Consultant's proposal dated 5/4/2018 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	(SIGNATURE)
(DATE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Mario Mera	PREPARED BY: Sean Mahan
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds	
COST ID: 6271	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

SPECIAL INSTRUCTIONS:



Rincon Consultants, Inc.

180 North Ashwood Street
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

May 4, 2018
Project 18-05875

Jennifer MacIsaac
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035
Via email: jmacisaac@cfwinc.com

Proposal to Perform Additional Soil Analysis at Norman R. Brekke, Christa McAuliffe, and Emilie Ritchen Elementary Schools, Oxnard, California

Dear Ms. MacIsaac:

Rincon Consultants (Rincon) is pleased to submit this proposal to perform additional soil analysis at three Oxnard School District elementary schools. Rincon understands that one new modular classroom will be installed at each of the elementary school sites.

On April 27, 2018, Rincon advanced four soil borings at Emilie Ritchen Elementary School and two soil borings at Norman R. Brekke and Christa McAuliffe Elementary Schools. Soil samples were collected at depths of 1.0 foot and 2.5 feet, and 3.5 or 4.0 feet below ground surface (bgs). Soil samples collected at 1.0 and 2.5 feet bgs were analyzed for organochlorine pesticides (OCPs), volatile organic compounds (VOCs), total petroleum hydrocarbons as diesel and oil (TPHd and TPHo), and Title 22 metals. Soil samples collected at 3.5 or 4.0 feet bgs were placed on hold at the laboratory pending shallow soil analytical results. A summary of soil results and recommendations for each school follows.

Emilie Ritchen Elementary School

Laboratory analytical results indicated that concentrations of the pesticide chlordane exceeded California hazardous waste criteria in soil samples RB-1-1.0, RB-4-1.0, and RB-4-2.5 at Ritchen Elementary School; the pesticide 4,4'-DDE also exceeded these criteria in samples RB-4-1.0 and RB-4-2.5. Based on these results, Rincon recommends analyzing the remaining soil samples to further evaluate the extent of elevated concentrations of chlordane and other detected pesticides. In addition, it will be necessary for the three samples identified above to undergo the toxicity characteristic leaching procedure (TCLP) to determine if chlordane concentrations exceed Resource Conservation and Recovery Act (RCRA) hazardous waste (federal) disposal thresholds.



Brekke Elementary School

Laboratory analytical results indicated that the detected concentrations of the pesticides chlordane in RB-5-1.0 exceeded the RCRA hazardous waste criteria, therefore, the sample should undergo TCLP. In addition, 4,4'-DDE exceeded the California hazardous waste criteria in sample RB-5-1.0 and should undergo STLC analysis. No additional sampling or analyses beyond those identified above are recommended.

McAuliffe Elementary School

Laboratory analytical results indicated that the detected concentrations of chlordane and 4,4'-DDE exceeded the California hazardous waste criteria in two shallow soil samples. In addition, the soil samples exceeded the RCRA hazardous waste screening criteria and should therefore undergo TCLP testing for the purposes of disposal. No additional sampling or analyses are recommended beyond those tests identified above.

Additional Soil Sampling Scope of Work

Additionally, should the location of the building footprint change at Ritchen Elementary School, Rincon recommends advancing two additional soil borings in the revised building footprint and collecting soil samples at 1.0, 2.5, and 3.5 or 4.0 feet bgs. If additional soil sampling is necessary, the following scope of work will be implemented.

Utility Notification

Caldwell Flores Winters, Inc. will be responsible for Underground Service Alert (USA) notification.

Additional Soil Assessment

We will advance up to two soil borings for this assessment. The borings will be advanced with a hand auger to depths of up to four feet bgs. Soil samples will be collected at 0.5-1.0 foot bgs, 2.0-2.5 feet bgs, and 3.5-4.0 feet bgs. The borings will be terminated if refusal or groundwater is reached before the borehole reaches 4.0 feet bgs. Soil matrix samples will be analyzed for OCPs by EPA method 8081A by a California certified laboratory.

For budgetary purposes, we have assumed that the 0.0-0.5 and 1.5-2.0 foot deep samples will be analyzed for these constituents and the 3.5-4.0 foot deep samples will be put on hold pending the results of the other two samples. If contaminants are detected in the shallow samples, then we will discuss this with Client to determine if any of the deepest samples



warrant analysis. Based on previous laboratory analytical results, we are assuming that all six soil matrix samples will be analyzed; that one soil sample will need to undergo STLCL analysis; and three samples will need to undergo TCLP.

The soil borings will be logged in the field for sediment type, contaminants, or other notable features. Soil boring logs will be prepared. The sediments will be classified pursuant to Unified Soil Classification System (USCS) protocol.

Report Preparation

Following completion of the field work and receipt of the analytical results, we will incorporate the additional information described above into the report that was identified in our proposal of April 27, 2018 that summarizes the results of the analyses, presents soil boring logs, depicts sampling locations, tabulates the analytical data, and compares the results to contaminant thresholds. The report will be prepared and stamped by a California Professional Geologist.

Schedule and Cost

We are prepared to start with this project immediately upon your authorization. The samples will be analyzed on an expedited turnaround basis of 3 working days. We will have a draft report prepared within one week of receipt of the laboratory data.

The work described in this proposal will be performed in accordance with the existing contract between Rincon and the Oxnard School District, and is intended to augment the work scope described in our April 27, 2018 proposal.

We have calculated the cost to complete additional analyses and potential additional sampling in the tables below. The cost of performing all sampling efforts described above is **\$7,416**. Our scope of work and cost for the soil sampling has incorporated the following assumptions:

- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the property owner.
- Rincon will not be responsible for notifying the utility clearance service and all utility clearances will have been done prior to Rincon doing its sampling.
- The subsurface is amenable to drilling using the method described in this proposal and the sampling can be completed in the specified timeframes.
- There will be no delays caused by inclement weather.
- Site access will be secured by the property owner and all areas of the site will be accessible during our sampling.
- Laboratory analysis costs are based on an expedited turnaround basis (3 working days).
- The soil cuttings will be used to backfill the sampling boreholes.



Authorization

To authorize this proposal, please provide us a work order referencing this proposal.



We sincerely appreciate your consideration of Rincon Consultants for this project. If you have any questions or would like any additional information, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.

Jennifer Bauer Morton, PG
Senior Project Manager

Ed Morelan, PG, CEG
Principal / Senior Engineering Geologist



Table 1 - Cost Breakdown for Additional Analysis for Existing Soil Samples

Item	Unit	Cost per Unit	Number of Units	Subtotal
Sample Analysis				
Organochlorine Pesticides	Sample	\$122	8	\$976
STLC – 4,4'-DDE	Sample	\$129	1	\$129
TCLP – chlordane	Sample	\$144	6	\$863
			Subtotal	\$1,968
Report and Project Management				
Additional Report Preparation	Lump Sum	\$1,000	1	\$1,000
Project Management: Rincon Professional IV	Hour	\$135	6	\$810
Rincon Principal I	Hour	\$215	3	\$645
			Subtotal	\$2,455
			Total Cost	\$4,423

**Table 2 - Cost Breakdown for Additional Soil Borings at Ritchen ES
(If Change in Building Footprint Location is Required)**

Item	Unit	Cost per Unit	Number of Units	Subtotal
Soil Sampling				
Project Environmental Scientist	Task	\$500	1	\$500
Miscellaneous Equipment: sampling equipment and vehicle	Task	\$200	1	\$200
			Subtotal	\$700
Sample Analysis				
Organochlorine Pesticides	Sample	\$122	6	\$732
STLC– 4,4'-DDE	Sample	\$129	1	\$129
TCLP - chlordane	Sample	\$144	3	\$432
			Subtotal	\$1,293
Report and Project Management				
Report Preparation and Project Management	Lump Sum	\$1,000	1	\$1,000
			Subtotal	\$1,000
			Total Cost	\$2,993

Total of Costs included in Tables 1 and 2: \$7,416

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

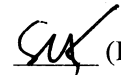
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

SUS (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

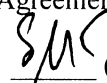
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:

[Signature]
Signature

STEPHEN SNEYDE, AICP/N.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

- Not Project Related
- Project #13-131

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: _____ Street: _____ City, State, Zip: _____ Phone: _____	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE)	CONSULTANT: _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-131

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

Project #13-131

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-131

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

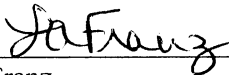
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

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

Date: 11-20-13

By: 

Lisa A. Franz
Director, Purchasing

Not Project Related

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name: STEPHEN SVETE

Title: VICE PRESIDENT

AND/OR

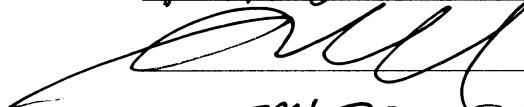
4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature:



By: STEPHEN SVETE

Its: VICE PRESIDENT

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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

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

PRODUCER LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

COVERAGES **CERTIFICATE NUMBER:** 107184 **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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED.

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.

CERTIFICATE HOLDER OXNARD SCHOOL DISTRICT 1051 SOUTH A STREET OXNARD, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY
ENV 98 031 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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

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

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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

Award of Formal Bid #17-05 and Approval of Agreement #18-34 – for Asphalt Paving 2018 – Various Sites (Penanhoat/Fateh)

Formal bids were solicited for Bid #17-05, Asphalt Paving 2018–Various Sites, pursuant to Public Contract Code 20110. Three (3) bids were received and opened at 11:00 a.m. on Tuesday, June 5, 2018. The bid summary is attached.

The bid submitted by Civic Construction Associates was deemed to be non-responsive due to the submittal of an incomplete Bid Proposal. Addendum #1 issued on Friday, June 1, 2018 included a revised Bid Proposal form. Although Civic Construction Associates acknowledged receipt of the Addendum they did not use the correct version of the Bid Proposal form and their bid did not include pricing for work to be performed at McKinna and Sierra Linda Schools.

On June 6, 2018 the District received a letter from the apparent low bidder, Finish Line Paving Inc., requesting to be relieved of their bid due to clerical errors in their Bid Proposal form.

Ardalan Construction Company was deemed to be the lowest responsive, responsible bidder with a base bid in the amount of \$358,480.00, Add Alternate #2 in the amount of \$25,900.00, and Add Alternate #3 in the amount of \$29,500.00, for a total contract amount of \$413,880.00.

It is requested that the Board of Trustees award Bid #17-05 to the lowest responsive, responsible bidder, Ardalan Construction Company, in the amount of \$413,880.00. The project will be funded through Deferred Maintenance.

FISCAL IMPACT:

\$413,880.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #17-05 Asphalt Paving 2018 – Various Sites in the amount of \$413,880.00 to Ardalan Construction Company.

ADDITIONAL MATERIALS:

Attached: Bid Summary (1 page)
Agreement #18-34 Ardalan Construction Company (2 Pages)

OXNARD SCHOOL DISTRICT

School/Dept: Various Sites
 Project Description: Asphalt Pavement 2018
 OSD BID NO. 17-05
 Date: Tuesday, June 5, 2018



	BIDDERS				
	ARDALAN CC	CIVIC CONST.	FINISH LINE PAVING		
CHAVEZ	\$95,850	\$122,000	\$52,120		
RITCHEN	\$39,600	\$72,000	\$19,580		
McAULIFFE	\$194,680	\$152,000	\$55,840		
McKINNA	\$11,100	NO BID	\$10,810		
SIERRA LINDA	\$17,250	NO BID	\$5,165		
McAULIFFE ALT. #1	\$32,500	\$22,000	\$8,615		
McAULIFFE ALT. #2	\$25,900	\$14,000	\$13,905		
CHAVEZ ALT. #3	\$29,500	*\$8,000	\$17,060		

SECTION 00310

AGREEMENT #18-34

THIS AGREEMENT is made this 20th day of June, 2018, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the “District” and Ardalan Construction Company, hereinafter called the “Contractor”, with a principal place of business located at 8 E. Gainsborough Road, Thousand Oaks, CA 91360.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #17-05
Asphalt Paving 2018 – Various Sites

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **twenty-nine (29) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Four Hundred Eighty Thousand Six Hundred Eleven Dollars and No Cents (\$480,611.00). The Contract Price is based upon the Contractor’s Base Bid Proposal only. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

- | | |
|--|-------------------------------------|
| Notice to Contractors Calling for Bids | Certificate of Workers Compensation |
| Instructions for Bidders | Drug Free Workplace Certification |
| Bid Proposal | Fingerprinting Certificate |
| Subcontractors List | DVBE Participation Goal |
| Non-Collusion Affidavit | Guarantee |
| Statement of Bidder's Qualifications | Project Forms |
| Bid Security | General Conditions |
| Agreement | Special Conditions |
| Labor and Material Payment Bond | Specifications |
| Performance Bond | Drawings |
| Certification of Financial Relationships | |

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

**ARDALAN CONSTRUCTION
COMPANY:**

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

By: _____
Janet Penanhoat, Assistant Superintendent,
Business & Fiscal Services

By: _____

Name: _____

Title: _____
(Corporate Seal)

END OF SECTION

BOARD AGENDA ITEM

Name of Contributor: Penanhoat

Date of Meeting: 6/20/18

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

Approval of Amendment #1 to Agreement #16-255 Parsons Constructors, Inc. (Penanhoat/Fateh)

At the Board meeting of January 18, 2017, the Board of Trustees approved Agreement #16-225 with Parsons Constructors, Inc. as the PLA Coordinator for this project. Parsons Constructors Inc. is requesting a contract extension as a result of delays on the project. The Elm Elementary School Reconstruction Project is anticipated to be completed on or about July 2019.

Amendment #1 extends the term of Parsons Constructors Inc.'s agreement through August 31, 2019 and increases the amount of their contract by additional \$12,000.00.

FISCAL IMPACT:

\$12,000.00 – Measure R Bond Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Amendment #1, to Agreement #16-255 Parsons Constructors, Inc.

ADDITIONAL MATERIALS:

Attached: Amendment #1 (1 Page)
Proposal (1 Page)
Agreement #16-255 (57 Pages)

**Amendment #1 to Agreement #16-225 with
Parsons Constructors, Inc.
June 20, 2018**

At the Board meeting of January 18, 2017, the Board of Trustees approved Agreement #16-225 with Parsons Constructors, Inc. as the PLA Coordinator for this project. Parsons Constructors Inc. is requesting a contract extension as a result of delays on the project. The Elm Elementary School Reconstruction Project is anticipated to be completed on or about July 2019.

Amendment #1 extends the term of Parsons Constructors Inc.'s agreement through August 31, 2019 and increases the amount of their contract by additional \$12,000.00.

Parsons Constructors, Inc.

By: _____
Daniel J. Sloan, Director of Labor Relations
& General Manager

Date: _____

OXNARD SCHOOL DISTRICT

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

May 7, 2018

Oxnard School District
ATTN: David Fateh
Director of Facilities
1051 South A Street
Oxnard, CA 93030

Via email only: dfateh@oxnardsd.org

**RE: Parsons Constructor's Inc. Contract Extension for
Elm Elementary School Reconstruction Project (#16-255)**

Mr. Fateh:

Parsons Constructors, Inc. (PCI) is requesting a contract extension for time and funds for the Project Labor Agreement Services on the Elm Elementary School Reconstruction Project.

PCI was recently notified that the construction anticipated completion date on the above referenced project has been revised to July 2019. PCI typically requires one month after construction completion to perform its project closeout. Due to this updated information, PCI is requesting the following extension:

PCI's original contract term: January 19, 2017 through July 31, 2018
Time extension requested: August 1, 2018 through August 31, 2019
Additional funds requested: \$12,000.00

Our team is pleased to continue to provide Project Labor Agreement Services to the Oxnard School District. Please do not hesitate to contact me with any questions at (818) 726-2540.

Sincerely,



Rasien Connelly, Principal Labor Relations Specialist
on behalf of Daniel Sloan, President
Parsons Constructors, Inc.

OXNARD SCHOOL DISTRICT

Agreement #16-225

AGREEMENT FOR CONSULTANT SERVICES

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

RECITALS

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

OPERATIVE PROVISIONS

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

- 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 19, 2017 through July 31, 2018 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 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 Forty-Nine Thousand Dollars (\$49,000.00), per not to exceed monthly fees as proposed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Phone: 805.385.1501, x2401
Fax: 805.487.2118

To Consultant: Parsons Constructors Inc.
100 West Walnut Street
Pasadena, CA 91124
Attention: Daniel Sloan
Phone: (206) 295.3303
Fax: (626) 440.2516
Email: dan.sloan@parsons.com

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

PARSONS CONSTRUCTORS INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #16-225

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #16-225

SERVICES

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

***PER THE SCOPE OF SERVICES IN RFP #16-50**

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

***PER THE SCOPE OF SERVICES IN RFP #16-50**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #16-225

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #16-225

COMPENSATION

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

Total compensation shall not exceed Forty-Nine Thousand Dollars (\$49,000.00), per not to exceed monthly fees as proposed, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$49,000.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #16-225

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #16-225

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #16-225

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #16-225

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



ELECTRONIC

REQUEST FOR PROPOSALS No. 16-50
**PROJECT LABOR AGREEMENT
COORDINATOR SERVICES**

SUBMITTED BY:

PARSONS

100 West Walnut Street | Pasadena, CA 91124

Phone (626) 440-3000 | Fax (626) 440-2516

November 14, 2016



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COVER LETTER (2b)

November 14, 2016

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

Submitted via hand delivery (1 original; 4 copies)

Subject: RFP No. 16-50 for Project Labor Agreement Coordination Services

Dear Ms. Franz:

Parsons Constructors, Inc. (PCI) is pleased to offer this proposal for the Oxnard Unified School District's (OSD) Project Labor Agreement Coordination Services (RFP No. 16-50).

We are assigning an experienced labor relations team to this project with a successful record of administering some of the largest and most complex PLA and Labor Compliance programs in Southern California. We have established partnerships with both the construction unions and contractors at a local, state and national level that will benefit the OSD's construction program. With our past experience, accomplishments and other qualifications described herein, we are confident PCI is the best company able to deliver successful PLA administration services to the OSD.

All correspondence and contract related items shall be directed to Daniel Sloan, PCI Director of Labor Relations & General Manager at 100 West Walnut Street, Pasadena, CA 91124, dan.sloan@parsons.com, direct line (206) 295-3303 or via fax (626) 440-2516. Mr. Sloan is authorized to represent PCI regarding all matters related to the Response including authority to bind PCI contractually.

PCI understands that this submittal is a firm and irrevocable offer, good through December 31, 2016. PCI accepts the terms and conditions in this proposal.

Our experienced PLA administration team is prepared to perform the RFP-defined services and meet the objectives laid out in this proposal. We appreciate the opportunity to present our qualifications for your review.

Sincerely,

Daniel J. Sloan
Director of Labor Relations & General Manager



DESCRIPTION OF FIRM (2c)



Founded in 1944, the Parsons Corporation is the largest 100% employee-owned management, engineering, and construction companies in the United States. Parsons conquers the toughest logistical challenges and delivers landmark design-build projects across the globe. Parsons' ability to plan, design, construct, and operate diverse facilities and infrastructure systems has satisfied its clients' needs for more than 70 years. With more than 14,000 employees located worldwide, Parsons teams with an increasingly diverse group of global customers and stakeholders while providing dependable services. Parsons' success is measured one project at a time by exceeding expectations and satisfying its customers.

Parsons Constructors, Inc. (PCI) was founded as a corporation in 1978 and its intent was to provide increased construction capability for the Parsons Corporation. PCI is a wholly-owned subsidiary of the Parsons Corporation with approximately 58 employees nationwide. Due to the high volume of successful union construction projects delivered by PCI over the years, it developed staff with experience and expertise in labor management services. This labor relations expertise and staff continued to grow and is the foundation for the PCI of today, which provides PLA administration, labor compliance and community workforce development services throughout the United States. PCI is headquartered locally in Pasadena, CA with many of its key labor relations personnel and management working in the home office and other various local project locations.

PCI has earned an excellent reputation in the engineering and construction industry for developing and successfully administering Project Labor Agreements and providing labor compliance services on behalf of its clients. The support PCI has provided to large public works construction programs continues to be recognized by our clients as a key element attributed to their successful completion.

Our extensive experience enabled us to develop a proven approach to PLA management and a vast network of labor relations and labor compliance resources both nationally and in Southern California. Our relationships with the area's leading contractors, both union and non-union, are useful assets to our clients. Our solid relationships with the public/private sector clients in the region, unions and contractors undoubtedly contribute to our success. Equally importantly, it is the many years of experience managing and administering Project Labor Agreements for some of the nation's largest and most complex construction programs that set us apart.

PCI expresses interest in proposing its services to the Oxnard School District for the PLA Coordinator services for the rebuilding of Elm Street School to begin in December 2016 for an estimated duration of 18-20 months. This formal proposal will detail PCI's approach and methodology to administer and meet the needs of OSD's PLA.



CONSULTANT'S **KEY PERSONNEL** (2.2.3)

PCI has the capacity, capability, and flexibility to excel in performing the PLA services in an effective, diverse and multi-faceted manner. PCI will use these professionals to provide the OSD the expertise for all levels of their PLA needs. PCI also has the internal resources to provide the administrative and personnel services necessary to deliver high quality PLA administration services for this RFQ. PCI proposes its cost effective flexible staffing plan that allows team members to support the OSD program part time, which maintains a high level of service at a reduced cost. Ms. Ibanez will be assigned the task of PLA Coordinator and main point of contact for OSD. Mr. Sloan will have a minimal role in project startup and be available for technical support at no cost to the District. If needed, Ms. Oelschlager will be available to support the project on a part-time basis. PCI is currently and properly licensed to perform the requested services.

Our organization is local to Southern California with headquarters in Pasadena, CA where the work will be performed. We know the resources that will be needed in the planned project. One of the greatest strengths that PCI provides is the depth of personnel that can be efficiently responsive to the program. All of our identified key personnel are available to work on the OSD PLA administration team, if selected. Formal resumes for key personnel are included in Appendix.



DANIEL SLOAN

Director of Labor Relations, Program Manager

Mr. Sloan is the Director of Labor Relations and General Manager of Parsons Constructors Inc. He is a certified project manager with more than 13 years of experience as a PLA administrator on multi-billion dollar public works construction programs. Mr. Sloan is the top labor relations executive at the Parsons Corporation, an engineering, construction, technical, and management services firm with revenues of \$3.2 billion in 2015 and nearly 14,000 employees worldwide. He has lead negotiations of several collective bargaining agreements globally, most recently in Singapore. In addition to his internal Parsons' responsibilities as Director of Labor Relations, he is currently the PLA manager at the Port of Long Beach's Middle Harbor Redevelopment Phase 2 & 3 construction program, where he and his team designed and implemented the successful PLA administration program and community workforce development model currently utilized. Mr. Sloan also serves as the Director of Labor Relations for the Los Angeles World Airports (LAWA) PLA, where he and his team recently designed and implemented the "Hire LAX" local and veteran workforce development system. He is also currently the PLA administrator for the Los Angeles Community College District's \$6.2 billion Build-LACCD construction program and he is the program manager for the Pasadena Unified School District's Continuity of Work Agreement. Mr. Sloan's past roles include supporting the Los Angeles Unified School District's \$20.3 billion construction program as PLA administrator from 2003 until 2014. He has a proven track record of achieving stakeholder satisfaction and efficient performance, while demonstrating a passionate commitment to safety, ethics, technical expertise and leadership. He has significant experience managing and integrating teams of labor relations, labor compliance and community workforce development professionals.

Mr. Sloan was recognized by Engineering News Record last year when he received their "Top 20 Under 40" award, which recognized his work as a PLA administrator and labor relations professional in the construction and engineering industry. He graduated from the University of Washington in 2001 with a B.A. in Communications and has since received his Collective Bargaining Studies Certificate from Cornell University. He has completed three different sessions at the Program on Negotiation at Harvard Law School



including negotiating labor agreements, negotiating for senior executives and dealing with difficult people. Mr. Sloan is passionate about his work as the principal of PCI, specifically related to labor dispute resolution and achieving community economic development objectives. If selected, he is excited to use his experience and qualifications to assist the OSD with the successful implementation of its PLA.



RASIEN IBANEZ

PLA Administrator

Ms. Ibanez possesses over 9 years of experience in compliance management within public works projects with an emphasis in state and federal labor compliance program monitoring and enforcement, PLA administration, jobs coordination and disadvantaged business enterprise (DBE) monitoring and reporting. Ms. Ibanez has served at a senior level capacity performing LCP, PLA, and DBE monitoring and enforcement activities for a multitude of projects including but not limited to the Port of Long Beach Middle Harbor Phase 2 & 3, various projects for the City of Long Beach, and Los Angeles Community College District.

Ms. Ibanez has gained experience with the administration of PLA services, jobs coordination, and workforce development while working as the PLA Administrator for the PoLB Middle Harbor Phase 2 & 3 projects and the City of Long Beach. She has fostered and built important relationships within the community that include but are not limited to Pacific Gateway Workforce Investment Network, the Long Beach City College Pre-Apprentice program and several local unions which has allowed for proactive and positive contractor compliance in the achievement of community workforce development goals. Additionally, Ms. Ibanez has gained extensive expertise in the field of labor compliance having previously worked for the Los Angeles Unified School District's Labor Compliance Program, where she performed complex audits, prepared cases for DIR administrative hearings, and interpreted upcoming and newly passed laws that had a direct effect on the LCP Industry. She is well versed in the utilization of LCP Tracker for collection, monitoring, and report preparation. Ms. Ibanez would be honored should she be able to provide her experience, expertise and services to the OSD.

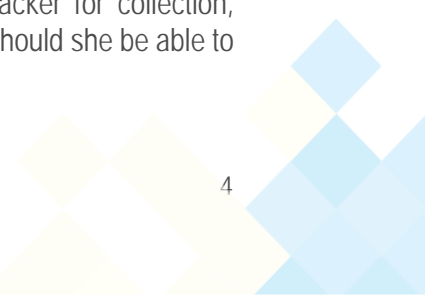


MANDY OELSCHLAGER

PLA Administrator

Ms. Oelschlager possesses over 20 years in the construction industry with the last 5 years having an emphasis and focus on Project Labor Agreement Administration and State and Federal Labor Compliance monitoring and enforcement. She has served at a senior level capacity performing PLA and Labor Compliance functions for both contractors and public awarding agencies. Her most recent projects include the Los Angeles Metropolitan Transportation Authority's Crenshaw/LAX Transit Corridor project and the Los Angeles Community College's Build-LACCD program.

Ms. Oelschlager has extensive knowledge in the monitoring and enforcement of California Labor Code Prevailing Wage Laws, California Code of Regulations, Division of Apprenticeship Standards and Federal Davis-Bacon laws. She has performed investigations and detailed audits to ensure contractor compliance with the Department of Industrial Relations requirements and applicable laws. She has developed and presented contractor training materials in order to acclimate new, small, and disadvantaged contractors with a project's PLA and Labor Compliance requirements and has a knack for developing and forging lasting relationships with these contractors. She is well versed in the utilization of LCP Tracker for collection, monitoring, and analyzing of Certified Payroll data. Ms. Oelschalger would be honored should she be able to provide her experience, expertise and services to the OSD.





PROJECT CAPACITY & METHODOLOGY (2e)

PROJECT LABOR AGREEMENT (PLA) MONITORING SERVICES

PCI is readily available with a knowledgeable and flexible staff that is prepared to accomplish the required scope of work detailed in OSD's RFP. PCI has a unique cost effective approach and methodology for its PLA administration and labor management services, which incorporates the following components: Labor and contractor relations, education, dispute resolution, enforcement, and community economic development. These important components will be discussed throughout the proposal. PCI's proposed team has extensive experience with each of these components, which allows for a cost effective approach because the team has:

- Existing relationships and partnerships to resolve labor disputes quickly
- Education materials and methods already developed and ready to go to educate stakeholders
- Proven methodology for accomplishing local, disadvantaged and veteran participation goals
- Cost effective flexible staffing plan that allows team members to support the Oxnard School District program part time, which maintains a high level of service at a reduced cost.

PCI has a long history of strong relationships with labor and management at a local, state and national level. Considerable resources are put into fostering and maintaining relationships with all of the construction unions. This includes constant communication with local union representatives and councils, as well as periodic interface with the state and national union leadership. PCI management and staff regularly attend the Building and Construction Trades Department's Annual Legislative Conference in Washington D.C., among other events, to maintain critical relationships with the national construction union leadership and stay informed about big picture issues facing organized labor, which is a benefit to clients. Although PCI maintains its relationships at a national level, we are committed to resolving issues locally, whenever possible, and focusing on building partnerships with local union representatives in the areas surrounding our projects. Our proposed staff has spent many years developing strong relationships with union representatives. These relationships are founded in part as the result of experience, hard work, communication and integrity. Adversity and disagreement are common in the field of labor relations, but PCI has demonstrated during the last 38 years that hard work, good communication and integrity result in a positive relationship and reputation with both labor and management. PCI will further detail its methodology and approach to executing the Project Labor Agreement services and fulfill the requirements and expectations of the Oxnard School District in the "Customer Service to OSD Commitment" section below.



PAST PERFORMANCE (2f)

EXPERIENCE AND QUALIFICATIONS

PCI is a nationwide leader in providing labor relations services including PLA negotiations, implementation and administration. PCI has direct relevant extensive experience administering PLAs and monitoring and enforcing Labor Compliance requirements for large scale complex construction programs. PCI's success in performing PLA and Labor Compliance administration services for our clients is founded in both experience and relationships with labor and management locally and nationally. Since 1978, PCI has maintained an active partnership with the Building and Construction Trades Department and each individual PLA-signatory union. Our labor relations teams on projects consistently work with contractors, unions and clients to assist them fully understand the administrative aspects of performing work under a PLA and union master labor



agreements. Although our existing partnerships with labor and management contribute to PCI's success, it is the many years of administering PLAs and performing Labor Compliance monitoring and enforcement on large and complex public works construction programs that set it apart. PCI does not have any disciplinary action being taken or pending in the past three years with any state regulatory bodies or professional organizations.

Some of PCI's successful PLA management and administration experiences in Los Angeles County include:

Client	Scope of Work	Duration
Port of Long Beach – MH Ph 2 & 3	PLA Administration / Labor Compliance	2015 – Current
City of Long Beach	PLA Administration	2015 - Current
Los Angeles Community College District	PLA Administration / Labor Compliance	2014 – Current
Pasadena Unified School District	PLA Administration	2012 – Current
Los Angeles World Airports	PLA Negotiation & Administration	1999 – Current
Los Angeles Unified School District	PSA Administration	2003 - 2014

In addition to the projects within Los Angeles County listed above, PCI has successfully performed PLA and/or Labor Compliance administration services for the following clients:

- ✓ San Diego Unified School District
- ✓ Oakland Unified School District
- ✓ Metropolitan Water District
- ✓ San Diego County Water Authority
- ✓ Southern Nevada Water Authority
- ✓ San Francisco Public Utilities Commission
- ✓ Lawrence Livermore National Laboratory
- ✓ Port of Oakland
- ✓ Sea-Tac Airport
- ✓ McCarran International Airport, Las Vegas, NV
- ✓ Port of Los Angeles (Labor Liaison, not PLA or LCP)

In particular, PCI will highlight its recent experience implementing the PLA for the Los Angeles Community College District, Los Angeles Unified School District, Port of Long Beach, Middle Harbor Phase 2 & 3, and the City of Long Beach.

For these three (4) projects, PCI is providing the following data responsive to the RFP section 2f.

Los Angeles Unified School District	
Awarding Body:	Los Angeles Unified School District
Client Contact:	Mark Hovatter, Chief Facilities Executive 333 South Beaudry, Los Angeles CA 90017 (213) 216-5394 Mark.hovatter@LAUSD.net
Scope of Work:	PLA Administration
Dates of Engagement:	2003-2014 (two five year contracts)
Total Hours:	2003-2008 (21,970 hours) 2009-2014 (15,430 hours)
Total Project Cost:	\$20.3 Billion Construction Program (construction activity)



Los Angeles Community College District	
Awarding Body:	Los Angeles Community College District (Build-LACCD)
Client Contact:	Veronica Soto 1055 Corporate Center Drive, Monterey Park, CA 91754 (562) 964-8396
Scope of Work:	PLA & Labor Compliance Administration Services
Dates of Engagement:	2014-Current
Total Hours:	9,212 to date
Total Project Cost:	\$6.2 Billion (Construction Value)

Port of Long Beach Middle Harbor Phase 2 & 3	
Awarding Body:	Port of Long Beach Middle Harbor Phase 2 & 3
Client Contact:	Frank Davidson, Jacobs Engineering (CM for POLB MH Ph 2 & 3) 727 Harbor Plaza Drive, Long Beach CA (253) 370-6608 frank.davidson@jacobs.com Adriana Ramirez, Port of Long Beach 4801 Airport Plaza Drive, Long Beach CA (562) 283-7210 adriana.ramirez@polb.com
Scope of Work:	PLA & Labor Compliance Administration Services
Dates of Engagement:	2015 - Current
Total Hours:	2,788 to date
Total Project Cost:	\$310 Million (Construction Value)

City of Long Beach – City Wide PLA	
Awarding Body:	City of Long Beach
Client Contact:	Sandy Palmer, City of Long Beach Purchasing & Business Services Manager (Interim) 300 West Ocean Blvd, 7 th Floor, Long Beach, CA 90802 (562) 570-6663 Sandy.palmer@longbeach.gov
Scope of Work:	PLA Administration Services
Dates of Engagement:	2015 - Current
Total Hours:	879 hours to date
Total Project Cost:	\$ 28 million annual construction activity

PCI is also providing the following additional references:

Los Angeles World Airports	
Awarding Body:	Los Angeles World Airports
Scope of Work:	PLA Negotiation & Administration
Dates :	1999-Current
Total Project Cost:	\$13.5 Billion (construction activity)
Reference:	Samson Mengitsu 1 World Way, Los Angeles, CA 90045 (424) 646-6251; smengistu@lawa.org



Los Angeles/Orange County Building Trades Council	
Reference:	Ron Miller 1626 Beverly Boulevard, Los Angeles, CA 90026 (213) 483-4222

State Building and Construction Trades Council	
Reference:	Robbie Hunter 1231 Street, Suite 302, Sacramento, CA 95814 (213) 479-8437

Los Angeles Unified School District

PCI administered the Los Angeles Unified School District's Project Stabilization Agreement (PSA) for the \$20.3 billion dollar bond-funded construction program from 2003 until 2014. During that time, LAUSD built 130 new schools and completed more than 20,000 school modernization projects without one single day of delay due to labor disputes. PCI mediated the resolution of more than 500 second step PSA grievances and represented the District in all phases of the grievance procedures including arbitration. PCI assisted with both the achievement of the District's local hire initiatives and the Small Business Enterprise Program. PCI assisted the "We Build" pre-apprenticeship program ensure compliance with the 50 percent local hire target set by the Board of Education. As of January 2014, 52 percent of the craft workers on more than 100 active PSA-covered projects resided within the Los Angeles Unified School District boundaries. In addition, PCI taught the PSA training class at the Small Business Boot Camp to ensure the PSA was not an impediment to participation by small, local or emerging businesses. PCI received several certificates of appreciate from the District for its participation in the Boot Camp. As the result of PCI's work at LAUSD, it developed mutually beneficial working relationships with the involved contractors and labor representatives that enabled the District to quickly resolve labor issues without negatively impacting the ongoing construction projects.

PCI supported the LAUSD "We Build" Program by enforcing Section 3.5 of the PSA, which requires 50 percent of each contractor's workforce, by craft, reside within the LAUSD boundaries. As of November 2013, 52 percent of the craft workers employed at more than 100 active PSA-covered contracts are LAUSD residents. In addition, to enforcing PSA Section 3.5, PCI supported the LAUSD "We Build" staff to ensure all parties adhered to the intent of the PSA related to apprenticeship utilization, which includes placing "We Build" graduates in State-approved union apprenticeship programs, emphasizing local hire at Pre-job Conferences and identifying contractors and projects that have a need for additional manpower.

PCI was a participant in the inaugural Small Business Boot Camp in 2004 and has taught the PSA portion of the Boot Camp throughout its time at LAUSD. PCI supported the Small Business Manager with ensuring that the PSA was not a barrier to small business participation. LAUSD exceeded its small business participation goal of 25 percent.

PCI faced Labor Dispute Resolution and local hire challenges on the LAUSD PSA program. Since 2003 more than 500 second step union grievances have been filed under the LAUSD PSA. Nearly all of them were resolved at the second step by the PCI mediation team using the approach described in the *Customer Service Commitment* section of this proposal. Another example of a challenge faced at LAUSD was engaging contractors to meet the PSA's local hire goal. As the Great Recession commenced in 2008, Los Angeles area construction workers began to find themselves out of work after years of stable employment during the construction boom in the earlier part of the decade. It became a necessity for the District to emphasize the 50% local hire requirement of the PSA. The PCI team worked with the "We Build" management team to



implement some of the strategies described in the *Approach to Collaboration with the CED Program* section of this proposal. In 2008, 24 percent of the craft workforce on active new school construction projects resided in the LAUSD boundaries. As of November 2013, more than 52 percent of the craft workforce on active PSA-covered projects resided within the District boundaries, which exceeds the PSA local hire requirement.

Los Angeles Community College District (Build-LACCD)

PCI is currently the PLA administrator and provides labor compliance consulting services for the Los Angeles Community College District's \$6.2 billion "Build LACCD" construction program. As PLA Administrator and Labor Compliance Officer, PCI is part of the Community Economic Development (CED)/PLA/Labor Compliance Program (LCP) team at Build LACCD. Together with the CED team, PCI assists both contractors and unions achieve the local, disadvantaged and veteran hiring goals. As PLA administrator and Labor Compliance Officer, PCI is responsible for:

- Training and education including formal training sessions for all stakeholders with presentations and handout materials.
- Working with prime contractors and subcontractors to resolve any delinquency in fringe benefit contributions to the appropriate union trust fund and any other PLA compliance issues.
- Attend pre-bid and pre-construction meetings, and coordinate and attend pre-job conferences.
- Administer the PLA labor dispute resolution procedures, including work stoppages, jurisdictional disputes and standard union or employee grievances.
- Assist with the implementation of the community workforce development procedures.
- Monitor both onsite and offsite compliance with prevailing wage law and act as the Labor Compliance Officer for the Build LACCD construction program.
- Coordinate and schedule the Labor-Management Cooperation Committee meetings and the Labor-Management Subcommittee on Apprenticeship meetings.
- Analyze craft worker availability and apprenticeship utilization.

In addition, PCI was part of the CED/PLA/LCP team that implemented specific language in the PLA about providing Los Angeles Trade Technical College "Trade Tech" students and graduates with the opportunity to enter union apprenticeship programs and start their construction careers on Build LACCD construction projects. The entire team partnered with Trade Tech to establish its construction certificate and degree classes as a pipeline for qualified local, disadvantaged and veteran employment candidates. The partnership with Trade Tech resulted in dozens of local worker placements since October of 2014.

Port of Long Beach – Middle Harbor Phase 2 and 3 & City of Long Beach

PCI currently serves as the PLA administrator and labor compliance consultant for the \$310 million Port of Long Beach Middle Harbor Redevelopment Phase 2 and 3 construction program and as the PLA Administrator for the projects covered by the City of Long Beach's Citywide recently approved Project Labor Agreement. During the recent implementation of the PLA, PCI developed a local model for PLA implementation in Long Beach, which will continue to be implemented at the Port of Long Beach. PCI will continue to foster existing partnerships and create new ones with local community stakeholders and union representatives.

At both the Port of Long Beach and City of Long Beach, PCI developed training and education materials, implemented an online certified payroll system at to track community workforce development goals,



coordinated the initial PLA-required pre-job conference with the local unions and emphasized the local, disadvantaged and veteran hiring goals. In addition, at the Port of Long Beach PCI created a comprehensive client-approved 90 day implementation plan that included the framework for establishing the proper grievance procedures, community workforce development programs, labor compliance program and reporting requirements. PCI echoed its efforts as the PLA Administrator at the City of Long Beach by tracking contractor community workforce development efforts, facilitating PLA pre-job conferences, and continuing to work with and educate contractors on the local, disadvantaged and veteran hiring goals.

At the City of Long Beach, PCI developed materials to educate contractors about the City's recently approved City-Wide PLA. PCI designed and developed a City of Long Beach-approved PLA Fact Sheet that includes custom photographs of City of Long Beach PLA covered projects, basic information about the PLA, community workforce development goals, pre-apprenticeship and City partners, veteran hiring, and contractor frequently asked questions. The PLA Fact Sheet, featured below, will be disseminated at job fairs, pre-bid meetings, placed on the City's website, and distributed to contractors interested in working on projects with the City's PLA. In addition to the PLA flyer, PCI developed customized pre-construction handouts to educate the contractors on the PLA requirements, goals, and monthly submissions.

**CITY OF LONG BEACH
PROJECT LABOR AGREEMENT
FACT SHEET**

LOCAL WORKER PARTNERS & PRE-APPRENTICESHIP PARTNERS

PARSONS
CITY OF LONG BEACH
PLA ADMIN. SERVICES

Updated as of August 16, 2016

To obtain a copy of the PLA, please visit the City of Long Beach at <http://www.longbeach.gov/finance/businesses/for-contractors/project-labor-agreement/>

**PRIME CONTRACTOR & SUBCONTRACTOR FAQ:
CAN NON-UNION PRIME CONTRACTORS OR SUBCONTRACTORS WORK ON CITY OF LONG BEACH PLA-COVERED PROJECTS?**

COVERED CRAFT EMPLOYEE FAQ:

HOW DO I KNOW IF I QUALIFY FOR THE DISADVANTAGED WORKER CATEGORY?

I'M A VETERAN, WHERE CAN I FIND MORE INFO ABOUT THE HELMETS TO HARDHATS PROGRAM?

Updated as of August 16, 2016

PARSONS CITY OF LONG BEACH PLA ADMIN. SERVICES

City of Long Beach – PLA Fact Sheet designed by Parsons Constructors Inc.

As part of the implementation of the local, disadvantaged and veteran hiring goals, PCI forged partnerships and met with various community organizations including union apprenticeship programs, Long Beach City College's construction program and its recent Pre-Apprenticeship Program that utilizes the Building Trades MC3 curriculum, Pacific Gateway, My Brother's Keeper (Southwest Regional Council of Carpenters), Women in Non-Traditional Employment Roles (WINTER), Helmets-to-Hardhats and the STAR program at Jordan High School (Laborers Local 1309).

PCI toured the Long Beach City College (LBCC) Pacific Coast Campus and meets regularly with the construction department faculty to establish a pipeline of Long Beach residents and LBCC graduates for the Port and City of Long Beach construction projects. LBCC and the Los Angeles and Orange Counties Building



& Construction Trades Council have partnered to administer a construction pre-apprenticeship program at LBCC. This multi-week pre-apprenticeship program will use the Building Trades-sponsored Multi-Craft Core Curriculum (MC3) to teach participants building trades math, labor history, training to recognize and prevent hazards in construction sites, first aid and CPR training, and an introduction to the trade industries. PCI will continue to partner with the LBCC pre-apprenticeship program to ensure that local graduates of the program are given the opportunity to start a sustainable career in construction at the Port of Long Beach and City of Long Beach. PCI established a monthly Pre-Apprenticeship meeting with several stakeholders in the Long Beach Community including but not limited to LBCC, Pacific Gateway Investment Network, Port of Long Beach, City of Long Beach, and the LA/OC Building Trades.



Article from the Building Trades News, Issue Feb 2016 as a part of the "Helmets to Hardhats Scores Success at Courthouse" story written about veteran placements at the City of Long Beach with PCI as the PLA Administrators.

PCI initiated a partnership with Helmets-to-Hardhats as part of its 90 day PLA implementation plan at the Port of Long Beach and continued to develop and build the relationship throughout the Port and City Long Beach's covered projects. Helmets-to-Hardhats is a national, nonprofit program that connects United States military veterans with skilled training and quality career opportunities in the construction industry. The program is designed to help military service members successfully transition back into civilian life by offering them the means to secure a quality career in the construction industry. PCI is coordinating how to ensure Helmets-to-Hardhats is successfully used as a pipeline for veterans to start their construction careers on local projects. As an example, PCI has assisted in placing local Long Beach resident and Helmets-to-Hardhats veterans, Edward Sullivan and Oscar Cifuentes. They started their construction career as a laborer apprentices at the City of Long Beach's Courthouse Demolition Project with prime contractor Environmental Construction Group. Upon completion of Edward's work with the City was able to be placed on the Port of Long Beach's Middle Harbor Phase 2 & 3 working for Manson Construction. Upon completion of work at the Courthouse Demolition project, Oscar Cifuentes went on to continue his construction career as a full time employee with Ferma. PCI facilitated this process with the strong support of Laborers Local 1309, Environmental Construction Group, Manson Construction, the City of Long Beach, and the Port of Long Beach.

In addition to implementing the local resident, disadvantaged worker and veteran hiring policies, PCI is providing monthly reports to the Port of Long Beach and the City of Long Beach about all aspects of the PLA



administration. This reporting ensures a transparent partnership between all parties and increases accountability among the PLA administration team, contractors, unions and other stakeholders.

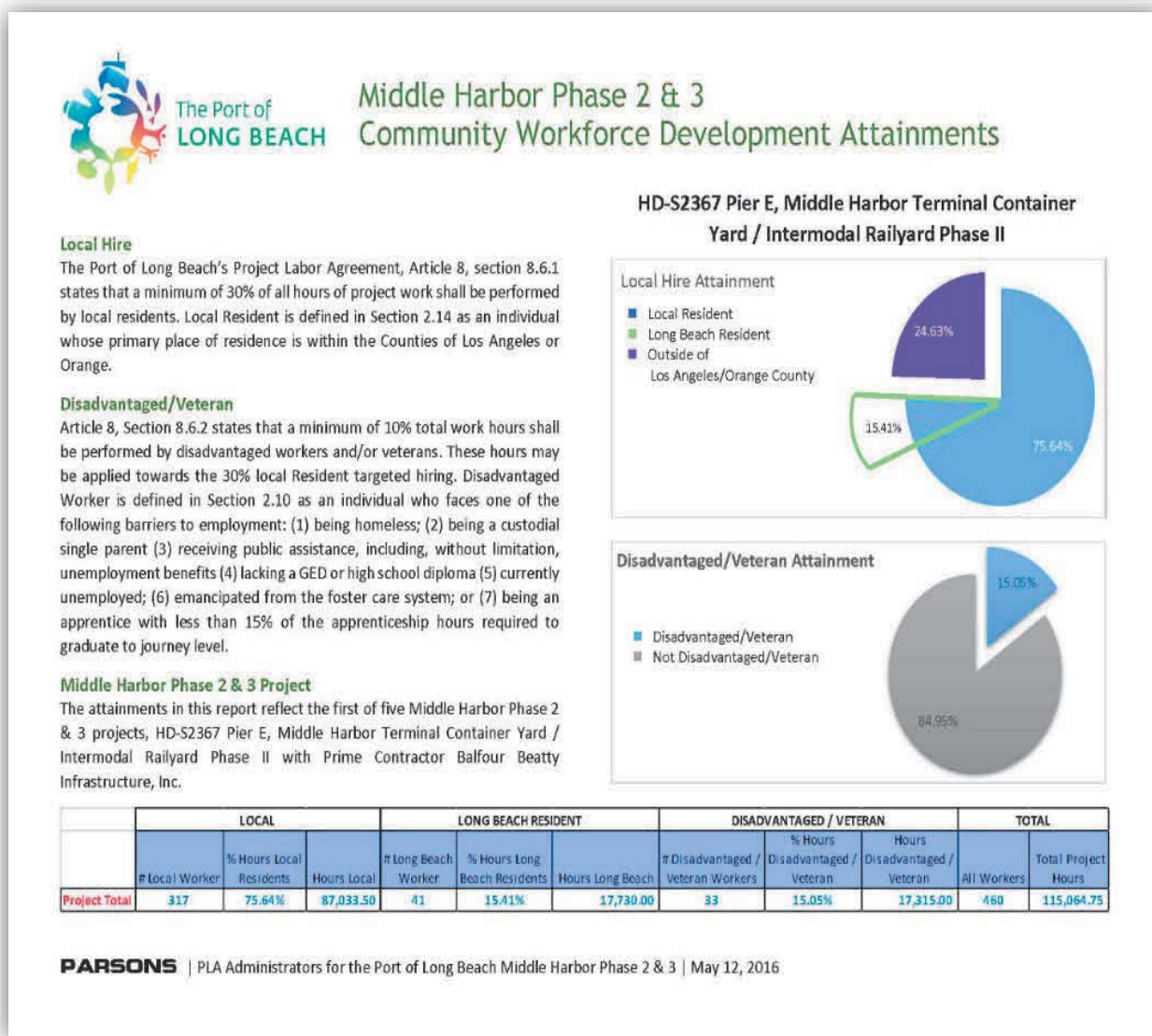
The first project released with the new City of Long Beach PLA, administered by PCI, was the Courthouse Demolition project with prime contractor, Environmental Construction Group. The now completed Courthouse Demolition project exceeded its local hiring goal with an attainment of 93.68% of Tier 3 Los Angeles and Orange County residents, 33.92% being from the Tier 2 Gateway Cities, and 17.41% being from the Tier 1 Long Beach zip codes of the 40% overall goal and a verified disadvantaged/veteran attainment of 20.36% of the 10% goal. Prior to the project NTP, PCI played an active role in educating the contractor, connecting the contractor with local unions, Helmets to Hardhats, and local pre-apprenticeship programs to work toward a successful project. PCI continued communication throughout the project and issued monthly reports to all stakeholders to track the status of attainment to ensure overall success. A sample of the monthly report issued below shows overall attainment in the bar graphs and provides number of workers, hours, and percentage detail for each contractor working on the project.

Throughout its time at the Port of Long Beach's Middle Harbor Phase 2 & 3 Program, PCI has had several successes with local hire, disadvantaged and veteran attainment with a multitude of individual success stories. As of August 15, 2016, the first project released under the Middle Harbor Phase 2 & 3 Program, HD-S2367, prime contractor Balfour Beatty Infrastructure, has achieved a local resident attainment of 74.10% of the 30% goal with 14.41% being Long Beach residents, and a verified disadvantaged/veteran attainment of 13.59% of the 10% goal. PCI along with its ongoing strong community and pre-apprenticeship partnerships have worked together to reach these successes.





PCI believes its reporting capabilities along with highlighted individual success stories are an imperative component to the achievement of successful community workforce attainments. A variety of reports are issued to all stakeholders, including the Port of Long Beach, Construction Management Team, and contractors on a monthly basis to provide transparency in achievements and areas for contractor improvement. Below is a sample report from the Balfour Beatty project where the PLA Local Hire and Disadvantaged/Veteran goals are being exceeded.



Additionally, as a form of positive recognition and encouragement to contractors to continue to excel in the local hire, disadvantaged and veteran goals, PCI issues "Local Worker Spotlights" to the Port of Long Beach, Construction Management Team and other viable stakeholders and partners, wherein contractors are recognized for their exemplary efforts to hire, sponsor, and provide opportunities to local Long Beach pre-apprentices and apprentices ready to begin their construction careers. Below are some of the highlighted "Local Worker Spotlights" for placements on the Balfour Beatty project:



Deonte Brown & Colton Thompson. Through the collaborative efforts of the LIUNA Laborers Local 1309's Successful Training and Apprenticeship Recruiting (STAR) program, Deont'e Brown, a Long Beach resident and graduate of the STAR program started his construction career as a laborer apprentice working for Balfour Beatty. Additionally, with the partnership of IBEW Local 11 and Dynaelectric, Colten Thompson, a Long Beach resident, veteran, and graduate of IBEW Local 11's two week boot camp began his career as an electrician apprentice working for Dynaelectric.

PORT OF LONG BEACH

MIDDLE HARBOR PHASE 2 & 3



PARSONS

PLA Administrators for the
Port of Long Beach
Middle Harbor Phase 2 & 3

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LOCAL WORKER SPOTLIGHT

Balfour Beatty Infrastructure Inc. and Dynaelectric along with Laborers Local 1309 and IBEW Local 11 are being recognized for recently assisting two Long Beach residents start their construction careers at the Port of Long Beach's Terminal Container Yard / Intermodal Railyard Phase 2 project.



Pictured L to R: Danny Williams, Balfour Beatty; Andrew Mayorga, Laborers Local 1309; Deont'e Brown, Balfour Beatty; Cesar Larios and Francisco Aragon, Port of Long Beach

Deont'e Brown – Balfour Beatty Infrastructure Inc. - Laborers Local 1309 Apprentice

Deont'e Brown is a Long Beach resident and recent graduate from

Jordan High School. During his senior year he participated in the Successful Training and Apprenticeship Recruiting (STAR) program, which is a McCarthy Building Companies, Inc. and LIUNA Laborers Local 1309 partnership that provides Jordan High School seniors exposure to careers within the construction industry. The program is intended for students that may not be on the traditional college-bound path. It shows that they can continue education in construction through apprenticeships while earning prevailing wages. Soon after his high school graduation Deont'e was selected for the Laborers one-week apprenticeship boot camp at their training facility in Azusa. He completed the boot camp and was dispatched the following week to Balfour Beatty to begin his construction career as a Laborer at the Terminal Container Yard/Intermodal Railyard Phase 2 project.

In a recent onsite interview with Deont'e, he conveyed his appreciation for the opportunity. "It's been a blessing to me for real because I really didn't see myself in this position and doing all this from doing just one little program after school," he said. "So it opened my eyes up and I really liked the opportunity that Andrew gave me." Andrew Mayorga is the Laborers Local 1309 representative that coordinated the STAR program on behalf of Laborers Local 1309.

Thank you to Balfour Beatty and Laborers Local 1309 for giving Deont'e Brown this opportunity at the Port of Long Beach.

Colten Thompson – Dynaelectric - IBEW Local 11 Apprentice

Colten Thompson is a Long Beach resident and veteran of the United States Navy. Colten moved to California after four years in the Navy and he was given an opportunity to interview with the

International Brotherhood of Electrical Workers (IBEW) Local 11 apprenticeship program. Soon after the interview he was enrolled in the two week IBEW boot camp for new apprentices at the Electrical Training Institute in Commerce. IBEW recently held a boot camp specifically for veterans and Colten was part of that class. He successfully completed the boot camp and was dispatched to Dyna Electric to begin his career as an electrician at the Port of Long Beach a few weeks ago.

In a recent onsite interview with Colten, he was asked what it was like to find out his first job as an electrician was going to be at the Port of Long Beach. He said, "It was relieving. Especially when I found out it was so close to home it was convenient and nice." He went on to say, "Just the couple of weeks I've been here it's been nice. Everyone I work with is pretty chill and I'm thankful to have the job honestly."

Thank you to Dynaelectric and IBEW Local 11 for working together to make this opportunity for Colten possible.

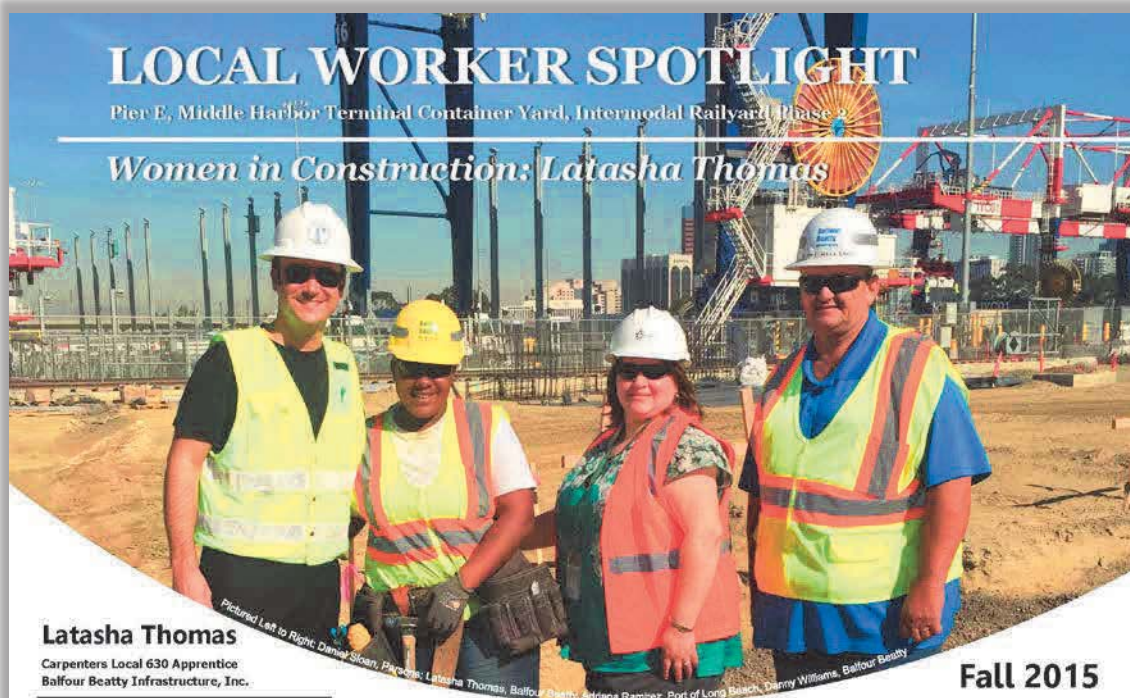


Pictured L to R: Guillermo Corona and Tony Georgjan, Dynaelectric; Colten Thompson, Dynaelectric; Francisco Aragon and Cesar Larios, Port of Long Beach; Joel Barrios, IBEW Local 11

August 19, 2015



Latasha Thomas. The successful collaboration of pre-apprenticeship programs and community partners Women in Non Traditional Employment Roles (WINTER), My Brother's Keeper Carpenter Pre-Apprentice Program, and Balfour Beatty Infrastructure, Latasha Thomas, a Long Beach resident started her career as a carpenter apprentice at the Port of Long Beach.



Latasha Thomas

Carpenters Local 630 Apprentice
Balfour Beatty Infrastructure, Inc.

Fall 2015

Latasha Thomas is a Long Beach resident who became interested in a construction career after completing a class for building fundamentals at El Camino College. She sought out programs like Women in Non-Traditional Employment Roles (WINTER) that would help prepare her for a career as a carpenter. After enrolling at WINTER in June 2015, she graduated their 10-Week Pre-Apprenticeship Program and continued on to graduate from the My Brother's Keeper 2-Week Pre-Apprenticeship Program, which is offered by the Southwest Regional Council of Carpenters.

"From the first day Latasha walked into our classroom we knew she was focused on her goal. She was quiet, very reserved, but when it came for the hands-on she really shined," stated Marcus Savage, Instructor and Recruiter at the Southwest Carpenters Training Fund. "People like Latasha are the reason why I love my job. We are empowering the community by providing training and opportunities so they in turn can empower others. This is why these Project Labor Agreements are so important to our communities. Now people in her neighborhood can see her success and that gives them hope and this will make things better for us all."

She recently interviewed with Balfour Beatty and was sponsored into Carpenters Local 630 to begin her career as a carpenter at the Port of Long Beach. In a recent onsite interview with Latasha she was asked about her experience going through these programs. She explained her obstacle of not having personal transportation throughout her enrollment, but she was determined to do whatever it took to succeed. She described her experience attending the My Brother's Keeper Program, "I had to leave at about 2:00 in the morning, catch about three busses to get there, and then I would have to walk about a mile down to get to the training center."

She was happy to learn that all her perseverance paid off when Balfour Beatty sponsored her into the union. "I couldn't even explain how I feel. I was so excited," she said. "...It's been a wonderful experience. There's a lot of things here that I didn't know before and I've learned so much here and I've only been here for about four weeks. We've been going over everything. There are wonderful people here. Everybody is so nice and they're helpful. I love it, honestly."

Latasha expressed gratitude to all those involved with helping her get to where she is today. She said, "I want to say thank you to every single person who helped me because I'm pretty sure without them I wouldn't be here right now. There were a lot of people who worked really, really hard to get me into a place like this and I really appreciate it...I'm going to try my hardest just to do my best every single day."

Thank you to Balfour Beatty Infrastructure, the Southwest Regional Council of Carpenters, WINTER and the Port of Long Beach for working together to give Latasha Thomas this opportunity.





Shawn Wise & Alberto Aguirre. Through the collaborative efforts of IBEW Local 11 and Dynaelectric, Shawn Wise and Alberto Aguirre, two Long Beach resident electrician apprentices started their construction careers as electrician apprentices working for Dynaelectric at the Port of Long Beach.

LOCAL WORKER SPOTLIGHT

Pier E, Middle Harbor Terminal Container Yard/Intermodal Railyard Phase 2



Pictured from L to R: Daniel Sloan, Parsons; Alberto Aguirre, Guillermo Corona, Tony Georgian, Andy Becker, and Shawn Wise, Dynaelectric; and Francisco Aragon and Armond Morad, Port of Long Beach.

Alberto Saavedra Aguirre IBEW Local 11 Apprentice, Dynaelectric

Alberto Saavedra Aguirre is a Long Beach resident who applied to the International Brotherhood of Electrical Workers (IBEW) Local 11 apprenticeship program. He applied in January 2015, passed the written exam, completed the interview, and soon after was enrolled in the two week IBEW boot camp for new apprentices at the Electrical Training Institute (ETI). He successfully completed the IBEW boot camp and was dispatched to Dynaelectric to begin his career as a union electrician at the Port of Long Beach this October.

During a recent onsite interview with Alberto he conveyed his excitement for starting his career as a union electrician at the Port of Long Beach. He said, "Yeah, that's great. It's just a five minute drive at the most. It saves me a lot of money in gas because I was driving far [in his previous job]...The PLAs are great when they have to hire locally."

He expressed that working on this project as a union apprentice is "a great learning experience" and that the IBEW's health and welfare plan will help his family get the medical care they need. In his previous job, he couldn't afford health insurance and was making an hourly wage that was less than he makes now as an IBEW apprentice.

"I do have a couple issues health wise with my children, so usually it takes a long time to even get a referral for a doctor and MediCal just doesn't cover a lot of stuff," he said. "Now I can just go to the doctor and say, here's my kid, he's sick, check him out and they'll tell me right then and there or they'll send me right next door to get an x-ray. I've been waiting on an x-ray for three months for my kid under MediCal and now all that's going to change. It's a great benefit."

Thank you to Dynaelectric, IBEW Local 11 and the Port of Long Beach for working together to create this opportunity for Alberto Aguirre.

Shawn Wise IBEW Local 11 Apprentice, Dynaelectric

Shawn Wise is a Long Beach resident and graduate from nearby Woodrow Wilson High School. He was working as a non-union electrician and heard about IBEW through a family member. He was interested in the opportunities the union had to offer along with the wage and benefit package. A few months after applying to the union, he passed the written exam and interview. He recently completed the IBEW ETI boot camp and was dispatched to Dynaelectric to begin his construction career as a union electrician at the Port of Long Beach this October.

As apprenticeship coordinator for IBEW Local 11, Eric Brown feels fortunate to be a part of each apprentice's first job call. "With the Project Labor Agreements I'm able to dispatch apprentices close to their home," he said. "I see them take a lot of personal pride with building something that is going to improve their community."

In a recent onsite interview with Shawn, he discussed his journey to becoming an IBEW apprentice: "I played sports my whole life. At Wilson [High School], I played football and ran track. From there I tried the college thing and kind of messed up and my dream didn't come true as far as going to the NFL and things like that...I was working non-union, as well. So coming over, when I heard about IBEW, to me that was like making it to the NFL, so that was a dream come true. It was a blessing for me and everyone's proud of me again like how they were when I was playing football. It feels great. I love it."

He also expressed gratitude for the safe working environment and training he is receiving. "From what I was doing, it was dangerous," he said. "I could lose my life any day and right now it doesn't feel that way. It's way different. I feel like I could actually make it home safe today." Shawn expressed pride in his work stating that someday one of his four sons could "...maybe be an electrician, like me."

Thank you to Dynaelectric, IBEW Local 11 and the Port of Long Beach for working together to create this opportunity for Shawn Wise.



PARSONS
PLA Administrators
Middle Harbor Phase 2 & 3



FALL 2015



In conjunction with PLA Administration, PCI also serves as the Port of Long Beach's Labor Compliance consultant. PCI implements a proactive approach in keeping contractors educated and informed on labor compliance matters in an effort to have minimal compliance issues. The continued communication with contractors has allowed PCI to obtain resolutions for most labor compliance issues voluntarily and promptly. PCI's Labor Compliance monitoring and enforcement activities for the Port of Long Beach include but are not limited to:

- Presenting Labor Compliance requirements in pre-bid and pre-construction meetings.
- Collection, review and audit of Certified Payroll Reports and other pertinent payroll documents (i.e. DAS 140, Fringe Benefit Statements, etc.) via an online reporting system and provides monthly status updates to the contractor, Port of Long Beach, and other stakeholders.
- Conducts monthly payroll confirmations as required by the California Code of Regulations, which includes the collection and verification of pay check stubs and cancelled checks and review of monthly union trust fund letters.
- Conducting monthly site visits for ongoing work observations and field interviews which are then compared against the corresponding CPR submissions.
- Providing progress and status reports to the Port of Long Beach which includes apprenticeship status, summary of labor compliance violations, and any resolutions or restitutions made.



Other Major Local Programs

Since 2012 PCI has administered the Continuity of Work Agreement (PLA) for the **Pasadena Unified School District's** (PUSD) \$350 million Measure TT construction program. PCI is responsible for community workforce development, reporting, labor dispute resolution and administering all aspects of the PLA. As a result of its work at PUSD, PCI formed an important partnership with the Flintridge Center, which is a non-profit organization striving to prepare a local workforce in the construction field by training community members who have faced significant challenges in their lives through the Apprenticeship Preparation Program (APP). The APP is a 240 hour training program, which prepares students for a sustainable career in construction. The people assisted through the APP face challenges that include living in areas that are gang impacted, being previously incarcerated or not completing high school. Through PCI's partnership with the Flintridge Center dozens of PUSD residents and graduates of the APP have started their construction careers at local projects in Pasadena and the surrounding communities. PCI has a proven track record of forming partnerships that result in a beneficial impact to the communities surrounding the construction programs they serve.

PCI has been involved with the **Los Angeles World Airports (LAWA)** since 1999. In conjunction with LAWA, PCI has developed and implemented a labor relations strategy that has contributed to the success of the \$13.5 billion construction program. It is our belief that we effectively administered the policies and procedures established in the Los Angeles World Airports PLA. We accomplished our goal of delivering and maintaining a harmonious relationship between labor and management. Further, we have a unique understanding of the PLA because we negotiated it on behalf of LAWA in 1999 and have administered it since. Hundreds of potential grievances were resolved prior to formal grievances being filed. Since 2010, there has only been 16 Step 2 Grievances. There have been no PLA Step 3 arbitrations and no major work stoppages have occurred due to labor disputes.

PCI recently implemented and branded its "Hire LAX" program which provides local residents access to enroll in comprehensive construction pre-apprenticeship programs offered by select agencies or community partners. Graduates are positioned for placement consideration on LAWA construction projects through the partnership between contractors and local craft unions. PCI has developed presentations and marketing tools to educate the community, interested local residents and other stakeholders to facilitate a fluid process to meet the LAX PLA contractor hiring obligations.



CUSTOMER SERVICE COMMITMENT (2g)

PCI will detail its unique cost effective approach to performing the services detailed in the RFP and fulfill the requirements and expectations of the District.

Approach to project labor coordination and management services: Bringing value to clients by focusing on collaboration, partnerships and finding creative, interest-based solutions to labor-management issues with Parsons' core values as the foundation for every decision.

Through its many years of experience, PCI developed a methodology wherein it focuses on key components including labor and contractor relations, education, dispute resolution, enforcement, and community economic development to work toward a successful PLA with measurable results. PCI is committed to providing high quality customer service and being responsive while implementing OSD's key interests.



Labor-Management Relations

Strong partnerships with labor and management both locally and nationally.

PCI has a long history of strong relationships with labor and management at a local, state and national level. Considerable resources are put into fostering and maintaining relationships with all of the construction unions. This includes constant communication with local union representatives and councils, as well as periodic interface with the state and national union leadership. PCI management and staff regularly attend the Building and Construction Trades Department's Annual Legislative Conference in Washington D.C., among other events, to maintain critical relationships with the national construction union leadership and stay informed about big picture issues facing organized labor, which is a benefit to clients.



Pictured from left to right: Dan Sloan, Parsons Director of Labor Relations and General Manager of PCI, Hilda Solis, Former US Secretary of Labor, and Jim Nobles, PCI VP and Global Director of Labor Relations at the 2012 National Building Trades Legislative Conference in Washington D.C.

Joint Labor Management. PCI will establish and co-chair the Labor Management meetings to be held at a quarterly as required by the OSD PLA. The Labor Management meetings will include an agenda, prepared by PCI wherein input is received by the unions, OSD and other stakeholders. PCI will prepare and present community workforce data to include local hire, disadvantaged, and apprenticeship attainments for all active OSD PLA covered projects. All necessary follow up items will be completed and a report of the meeting's activities will be presented to OSD.

Resolving labor disputes at the lowest level possible. Although PCI maintains its relationships at a national level, we are committed to resolving issues locally, whenever possible, and focusing on building partnerships with local union representatives in the areas surrounding our projects. Our proposed staff has spent many years developing strong relationships with the union representatives who cover the OSD community. These relationships are founded in part as the result of experience, hard work, communication and integrity. Adversity and disagreement are common in the field of labor relations, but PCI has demonstrated during the last 37 years that hard work, good communication and integrity result in a positive relationship and reputation with both labor and management. We have successfully demonstrated that we are able to resolve most labor disputes quickly at the lowest level possible.

Relating to and understanding the approach of construction contractors. As a construction contractor, we understand the labor-management challenges faced by contractors working under a PLA. Our unique perspective as a construction contractor helps us relate to contractors and management during the project. This understanding builds credibility with the construction contractors and project staff. Our extensive experience as a PLA manager and administrator in Southern California and nationwide has resulted in strong relationships with many of the local general contractors and subcontractors. PCI's existing relationships and strong reputation amongst labor and management will allow us to successfully administer the PLA, if selected.

In summary, PCI is a successful PLA administrator in part because of our established relationships with contractors and local construction unions in California. We are committed to resolving labor issues at the lowest level possible. Our relationship with the National Building and Construction Trade Unions and their leadership is also an asset to our clients. Lastly, it is our experience negotiating and managing PLAs similar to the OSD PLA on some of the nation's largest construction programs that set us apart.



Other examples of our approach to labor management services include:

- Maintaining national agreements with the fourteen largest Building and Construction Trades Unions in Washington D.C., giving us experience in negotiating and administrating on a national, regional, and local basis throughout the country.
- Organizing meetings on behalf of clients in Washington D.C. with the leadership of the National Building and Construction Trades Department and Carpenters Union.
- Interfacing daily with local unions in the Los Angeles, Ventura and Oxnard area about labor issues.
- Emphasizing communication and responding promptly to union communications or inquiries and maintaining open lines of communication with all unions.
- Meeting and interfacing with the Los Angeles and Orange Counties Building and Construction Trades Council and Ron Miller on a regular basis.
- Meeting and interfacing with the leadership of the Southwest Regional Council of Carpenters.
- Using our strong relationships with construction unions and contractors to assist clients achieve their community economic development goals and other project objectives.

Community Economic Development

PCI has extensive experience implementing and supporting community economic development programs as a PLA administrator as outlined in the firm experience section of this proposal. As the PLA administrator PCI will implement the OSD PLA community workforce development policies by using its existing relationships with unions, contractors and community organizations to assist with achieving the goals related to:

- Hiring of local residents
- Veterans
Utilization and partnerships with specific pre-apprenticeship programs for referral to labor management apprenticeship programs
- Required use of the Craft request form
- Required partnership with Helmets to Hardhats

In close coordination with each of PCI's client community workforce development programs, PCI developed several strategies to assist with achieving community workforce development goals. The first key to PCI's success is proactive and passionate education of all stakeholders about the local resident, disadvantaged worker and veteran participation requirements and how to accomplish them. The contractors, unions, community leaders, client staff and other partners must understand the goals and labor strategy in order to achieve the worker participation targets. PCI understands it takes a team effort to achieve the community workforce development participation goals with intensive training and collaboration with the local construction industry stakeholders.

Concurrently with commencing the proactive education of stakeholders and defining expectations, PCI will implement an innovative method for tracking detailed data related to the community workforce development goals. If approved by OSD, this will be accomplished by implementing an innovative online certified payroll system to track and report craft worker demographics. PCI staff will work closely with OSD to report and analyze local hire data at each construction project on a monthly basis or more often depending on the level of construction activity. PCI will require contractors to use the PLA Craft Request Form when requesting manpower from a union hiring hall, which will ensure the union dispatch office is aware and cognizant of the OSD's local hire and veteran requirements.



Recognition and Enforcement. Based on the results of the monthly reporting PCI will identify high and low performing contractors and implement a “carrot and stick” approach with both the contractors and unions. Contractors and unions who exceed the community workforce development goals will be formally recognized by OSD for their performance. PCI will offer advice to OSD based on experience about the best practices for using best value contracting and contractor prequalification to incentivize exceptional local hire performance. PCI will assist low performing contractors to produce a Community Workforce Development Recovery Plan, which is a response to questions that outlines the contractor’s labor strategy for reaching the community outreach/workforce development goals.



PCI PLA and Labor Compliance Team on the Port of Long Beach Middle Harbor Phase 2 and 3 with local Long Beach apprentices.

Top: Juan Alcaraz, Local Resident Apprentice; Rasien Ibanez, PCI PLA & LCP

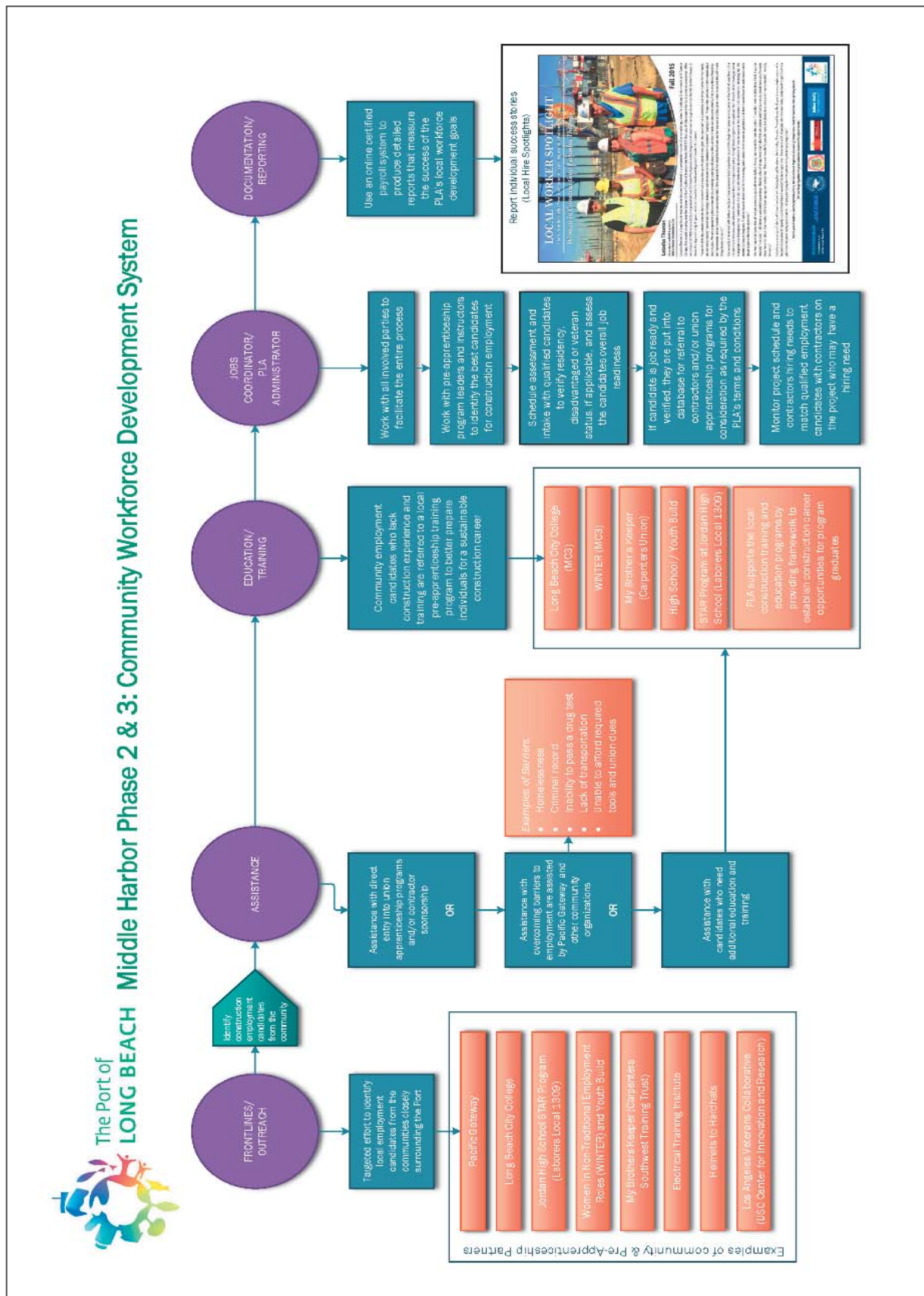
Bottom: Dan Sloan, PCI PLA & LCP, Shawn Wise and Alberto Aaguirre, Local Resident Apprentices.

Boots on the Ground. Although the aforementioned strategies for supporting the community workforce development program are important, there has been nothing more critical to community workforce development success than putting boots on the ground. At PCI this means putting on the PPE and showing up at the jobsites to work with project teams, craft workers and unions on a regular basis to convey our passion for supporting the community workforce development program at a grassroots level and achieving the goals set forth in the PLA.

PCI is committed to continue putting our boots on the ground at OSD and implementing the community workforce development programs with our experience, labor-management relationships, passion, hard work, and emphasis on a safe work environment. PCI’s Director of Labor Relations and General Manager, Daniel J. Sloan, and the PCI team have demonstrated a passionate commitment to administering community workforce development programs when acting as PLA administrator for other large public works construction programs. The team firmly believes in the local hire concept: The residents of the communities served by PoLB should be able to participate and have access to the construction jobs created by the program.

Further, PCI will support the community workforce development program by participating in all phases of the outreach, training and placement process of local and veteran workers. PCI understands the collaboration necessary to achieve the desired participation goals – it requires both unions and contractors to work together.

PCI has developed and implemented a successful Community Workforce Development System workflow at its current client, the Port of Long Beach Middle Harbor Phase 2 & 3 projects for the placement of community candidates that are ready and prepared to begin their construction careers. As a sample, the detailed flowchart on the following page follows the coordination efforts involving all stakeholders, from the frontlines and outreach through the placements and individual success stories. PCI plans on utilizing and continually enhancing its methodology to provide individual successes on the OSD PLA.





In addition, PCI's best practices include:

- Analyze certified payroll record data to identify contractors who are not hiring enough local or veteran workers. Once identified, use "carrot and stick" approach and "boots on the ground" strategy to compel contractors to sponsor apprenticeship candidates and/or hire additional local apprentices from the appropriate labor-management apprenticeship program.
- Conduct outreach efforts to identify local or veteran employment candidates who are interested in a construction career. Once identified, assist the candidate enter an appropriate pre-apprenticeship training programs. If candidate is ready to commence directly into the union apprenticeship program PCI will assist with facilitating the application process.
- Emphasize the employment and contracting programs and goals with the participants and all contractors at each PLA Pre-job Conference. As part of PCI's extensive PLA Pre-job Conference process, the contractor's labor strategy will be reviewed and the community workforce development objectives will be conveyed and emphasized.

Training and Education

PCI's approach to mitigating and resolving grievances starts with the proactive education of all stakeholders. PCI emphasizes training and education of contractors and teaching them how to successfully perform work under the PLA so grievances are avoided. PCI's approach to labor dispute resolution emphasizes preventing grievances by ensuring contractors understand the PLA and labor requirements prior to bidding work. In addition, PCI periodically teaches a PLA training class at Los Angeles Trade Technical College for contractors and other industry stakeholders to educate them about how PLAs work. PCI will conduct similar training programs at OSD, if requested.

PCI responds on a day-to-day basis to inquiries from clients, contractors and unions. These informal conversations and training sessions ensure questions are answered promptly and result in continued relationship-building with clients, contractors and unions involved with the local project. PCI attends all pre-bid and pre-construction meetings to meet with the contractors and present information regarding the Project Labor Agreement. Additionally, PCI attends weekly construction meetings as needed to actively engage the contractor and discuss current PLA status to ensure compliance and provide ongoing technical support.

Labor Dispute Resolution/Compliance

Although PCI is adamant that proactive education and training is the best way to avoid grievances, some labor disputes are unavoidable. When grievances do occur PCI is careful to remain neutral and process the grievance in accordance with the specific terms of the PLA. It is the PLA Administrator's role to mediate and facilitate resolution to the grievance and PCI's staff is trained in several methods of dispute resolution, which include interest based bargaining and adaptive negotiation. PCI encourages contractors and unions to resolve labor disputes at the lowest level possible and encourages communication between the parties. Since 2003, PCI staff has resolved more than 500 PLA grievances at step 2 or higher, and acted as lead representative for clients throughout the grievance process, including arbitration.

PCI constantly consults with its clients' management teams and legal counsel, when necessary, during the dispute resolution process to address any interpretational questions or other issues that arise that could impact the construction program. PCI has a proven track record of resolving grievances and administering dispute resolution procedures on public works construction programs, which is demonstrated by:



- Documenting grievances, jurisdictional disputes and conflicts in both electronic databases and a detailed filing system.
- Interfacing constantly with both the local unions and contractors about potential grievances.
- Emphasizing resolution of labor problems before the filing of a formal grievance becomes necessary.

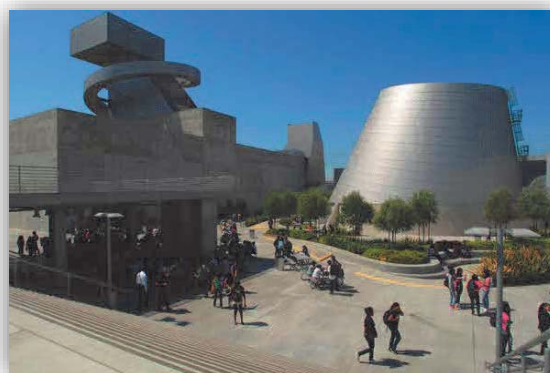
Union Jurisdictional Disputes. One of the most divisive issues in the field of construction labor relations today is union jurisdictional disputes. Prior to and during the course of the project, one or more pre-job conferences will be held. The objective is to give the trades an opportunity to agree on the assignments for the work involved. PCI facilitates these discussions to resolve as many issues as possible prior to the construction operation commencing. PCI has a detailed pre-job conference form template that each prime contractor must use to convey the required scopes of work and union jurisdictional work assignments.

PCI has developed innovative procedures to minimize jurisdictional disputes. This includes a suggested window of 14 days given to the contractor after the PLA Pre-job Conference with the unions. This window allows unions who are claiming the proposed work assignments to submit their justification for that work. After the suggested 14-day window, the contractor will then review any unions submittals justifying their jurisdictional claim and either change the work assignment or keep the original, making them permanent. Should the unions still choose to challenge the work assignment, they must follow the procedures for the resolution of jurisdictional disputes as outlined by PLA Article VIII, which requires the parties to the PLA to adhere to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("Plan").

Additionally, PCI's knowledge of the jurisdictional agreements between crafts and PCI's role as a third party advisor and mediator help both the contractors and unions resolve their jurisdictional differences prior to the work commencing. Should an issue arise during the course of construction, the documentation required by PCI and provided by the prime contractor at the earliest stages of each construction contract ensures that the participating parties clearly understand the scope of the project and the corresponding union work assignments. Lastly, PCI has an excellent working relationship with some of the union jurisdictional representatives, and also Plan Administrator Richard Resnick in Washington D.C.

Work Stoppages and Lockouts. One of the major drivers behind public sector PLAs is the formal assurance from construction unions and contractors that work will not be disrupted due to labor disputes. As a PLA Administrator, PCI has proven track record of avoiding work stoppages due to labor disputes on major public works construction programs. The following are two examples of PCI's experience working with work stoppage procedures within the framework of a Project Labor Agreement:

- In June, 2006, the Southwest Regional Council of Carpenters decided to strike and picket a major general contractor in Southern California over a collective bargaining dispute. The general contractor was building two new high schools for the Los Angeles Unified School District at the time, where PCI was the PLA Administrator. PCI administered the PLA's work stoppage procedures, including the "24 hour arbitrator" to ensure that work continued on both projects.



The completed LAUSD New High School #9, where the efforts of the Parsons PSA management team helped keep work going during the crane operators strike in the Summer of 2007.



- In July, 2007, a wildcat strike occurred within the ranks of the mobile crane operators unit of the Operating Engineers Local 12. PCI had several construction projects covered by PLAs that would have been shut down if not for the work stoppage sections of the applicable PLAs. PCI worked closely with the Operating Engineers at a local level to ensure that new crane operators were dispatched to the site immediately. PCI also worked in close coordination with the general contractors to make sure they had a thorough understanding of the work stoppage procedures in the PLA. LAUSD New High School #9 was a project that would have been affected most by the strike, but LAUSD and PCI management worked closely with them and their mobile crane operator subcontractors to ensure that new operators were immediately requested and dispatched to the jobsite.

PCI's approach to these types of crisis labor situations focuses on collaboration and communication. PCI management quickly notified client management and legal counsel, and followed all of the appropriate procedures as outlined in the applicable PLAs. PCI has a "drop everything" approach when responding to work disruptions or major labor issues, meaning we immediately make resolving the major labor issue our number one priority and respond quickly to ensure project work is not disrupted.

Summary of Key Strategies for PCI PLA Administration Methodology

- **Importance of Existing Partnerships:** Utilizing existing relationships with unions and contractors to minimize labor disputes and resolve issues at the lowest level possible.
- **Importance of Community Workforce Development:** Track the progress of achieving local hire goals by utilizing an online certified payroll system, if available. Utilize existing partnerships with union apprenticeship programs, community-based pre-apprenticeship programs and contractors to ensure the local hire goals are achieved.
- **Pre-job Conferences:** Conduct a detailed PLA pre-job conference with the involved contractors and unions prior to the start of work to resolve union jurisdictional disputes, discuss project details, emphasize local hire goals and ensure a successful labor strategy is in place.
- **Reporting and Accountability:** Implement and manage an extensive system that allows the PLA administrator to measure the success of the project and identify areas for improvement. This includes detailed databases for community workforce development reports, recording grievances, Letters of Assent, project files and other PLA-related documents.

TESTIMONIALS

PCI is providing testimonials from its client's and partners that can attest to Mr. Daniel Sloan's experience, expertise and professionalism in administering PLAs.

Testimonials are included from:

- Los Angeles Unified School District
- San Diego Unified School District
- The Flintridge Center



LOS ANGELES UNIFIED SCHOOL DISTRICT
Facilities Services Division

Engineering News-Record
Top 20 Under 40 – California Edition
Two Penn Plaza, 9th Floor
New York, NY 10121

September 10, 2014

Re: Recommendation for Dan Sloan for *Top 20 Under 40*

I am writing in support of Mr. Dan Sloan's nomination for Engineering News-Record's *Top 20 Under 40* Award. I have known Dan and have had the pleasure of working with him at the Los Angeles Unified School District (LAUSD) for over 10 years.

In 2003 Dan assumed responsibility for managing the Project Stabilization Agreement (PSA) at the LAUSD. In this capacity, he played a key role in our labor relations and community workforce development. Dan's leadership, professionalism, and expertise for the past 10 years significantly contributed to the overall success of our \$20 billion bond-funded construction program.

Dan and our team mediated and negotiated the resolution of over 500 union grievances. Dan represented the District throughout all phases of the grievance process including arbitration; educating stakeholders about labor agreement compliance; and serving as liaison between the unions, contractors and other key stakeholders. He developed mutually beneficial working relationships with our contractors and labor representatives that enabled the District to quickly resolve labor issues without negatively impacting ongoing construction projects.

During Dan's tenure as PSA Manager, the LAUSD built 130 new schools and completed over 20,000 school modernization projects. Under his administration of the PSA there has not been one single day of delay in any of our projects due to labor disputes. Our program has become the national standard for PSA programs and is often cited as an example when organizations initiate such a program.

In his capacity as PSA Manager he was also instrumental in our local hire initiatives and Small Business Enterprise Program. He assisted with our "We Build" Program to ensure compliance with the 50% local hiring target set by our Board of Education. He is well-respected by the building trades, as well as the contractors they serve.

Dan is one of those exceptional individuals who can communicate effectively with people at all levels while working under extremely challenging circumstances to "get the job done."

Dan is most deserving of the *Top 20 Under 40* Award and I recommend him for this honor without reservation. If you should need additional information or have any questions whatsoever, please do not hesitate to contact me. I can be reached at Mark.Hovatter@lausd.net or on my cell phone at (213) 216-5394.

Sincerely


Mark Hovatter
Chief Facilities Executive

Los Angeles Unified School District - Facilities Services Division:
333 S. Beaudry Ave., 23rd Floor, Los Angeles, CA 90017
Telephone (213) 241-4811 • Fax (213) 241-8384



San Diego Unified
SCHOOL DISTRICT

George A. Harris, III
Director, Fiscal Controls and Information Systems
Facilities, Planning and Construction
P - 858.637.6269
F - 858.573.5880
gharris@sandi.net

September 18th, 2014

Engineering News-Record
Top 20 Under 40 Contest – California Edition
Two Penn Plaza, 9th Floor
New York, NY 10121

To Whom It May Concern:

I enthusiastically support Dan Sloan's nomination for Engineering News-Record's "Top 20 Under 40" competition. Since 2010, Dan has acted as a lead project manager in support of the San Diego Unified School District's \$5.2 billion bond-funded construction program. Specifically, he provides labor relations support to the construction program and assists with the management of the District's Project Stabilization Agreement, reporting directly to me. Dan possesses the unique combination of education, experience and leadership qualities that ENR is looking for.

Dan is not only a team member, he is a true leader and enhances the labor relations team every time he represents the District. He is a highly polished and productive project manager and he is an asset to the program. He possesses broad and deep knowledge and experience in the field of construction labor relations.

Dan conducts his work with loyalty to the District and with integrity. He can be counted upon to follow-up on tasks and do so with enthusiasm, energy and expertise. He presents a knowledgeable, patient demeanor that sets a positive and productive foundation for the working relationship. He is completely client-focused in conducting activities on behalf of the District and is a consummate professional. He anticipates problems and solves them, always after consultation with me and obtaining my approval. Dan is reliable and can be counted upon to give consistently helpful advice when asked to suggest solutions. He has earned the respect of our union partners and has been well received by the contractor community in San Diego.

For the reasons stated above I support Dan's nomination for the "Top 20 Under 40" competition. Please do not hesitate to contact me with any questions.

Sincerely,

George A. Harris, III
Director, Fiscal Controls and Information Systems

FACILITIES PLANNING & CONSTRUCTION :: 4860 Ruffner Street, Room 5, San Diego, CA 92111 :: www.sandi.net



September 10, 2014

Engineering News-Record
Top 20 Under 40 Contest – California Edition
Two Penn Plaza, 9th Floor
New York, NY 10121

Re: Support for Nomination of Parsons' Daniel J. Sloan

To Whom It May Concern:

I am writing to you today with news about an extremely rewarding and professional relationship that we have with Dan Sloan, Labor Relations Manager at the Parsons Corporation. We are in support of Dan's nomination for the "Top 20 Under 40 Competition" because he is using his education, industry experience, professional relationships and strong leadership qualities to make a positive impact on the greater Pasadena community.

It has been a pleasure to work with Dan for nearly a year in his role supporting the Pasadena Unified School District's \$350 million Measure TT construction program. Our organization, the Flintridge Center, is a local non-profit which is developing a local workforce in the construction field by training community members who have faced significant challenges in their lives through the Apprenticeship Preparation Program (APP). The APP is a 240 hour semester-long course that we coordinate at Pasadena City College, which prepares students for a sustainable career in construction. The people we assist through the APP face challenges that include living in areas that are gang impacted, being previously incarcerated, or not completing high school. As you might imagine, this is extremely complex work so we have to be highly resourceful and determined in order to find construction jobs for our graduates.

This is where Dan Sloan has made a huge impact! He is an indispensable partner and advocate for assisting our graduates to get started on their path to a career in construction. Certainly we all have tasks and responsibilities that our jobs require of us, but what I admire about Dan is the leadership and tenacity he displays when he goes about them. After we meet with contractors or labor organizations he immediately follows up with them so that they honor their commitments to hire our graduates and place them into construction apprenticeship programs. In addition, he communicates with them regularly to check on the status of the hiring process and to iron out any problems that arise. Dan utilizes his extensive construction industry experience and professional relationships with labor and management to assist our graduates to find jobs and commence with their construction careers.

236 West Mountain Street, Suite 106, Pasadena, CA 91103 Tel 626.449.0839 Fax 626.449.4556 www.Flintridge.org



What also impresses me about his approach to his work and our relationship is that he actually cares about our constituents. As an example he has traveled to several job sites to welcome our program graduates to those projects and to ask them how they are doing so far. I would imagine most people in his position would not make the effort to drive to construction sites, don their PPE and then walk around the project looking for one recent hire.

Dan is caring and respectful. Responsible and hard working. I cannot imagine a better candidate for this particular award as he exceeds the criteria in every category.

At a recent APP class graduation Dan was the keynote speaker and told his story of growth and development as a young man just out of college. While it was not the exact scenario as our students, they could all relate to him and how he adjusted his path in life after overcoming personal challenges. We were proud to have Dan as the guest speaker for that important event because he embodies all of the characteristics that we desire to see in our students. He inspires our graduates not only with his words, but every day with his actions.

I fully support his nomination for this award. Please let me know if you have any questions about our relationship with Dan and how his work has improved the lives of many of our APP students and their families in the Pasadena community.

Respectfully,

Brian Biery
Director of Community Organizing
Flintridge Center



PROFESSIONAL SERVICE FEES (2h)

Key Staff Personnel	Project Assignment	Hourly Rate
Daniel Sloan*	Program Manager	\$0.00
Rasien Ibanez	PLA Administrator	\$129.00
Mandy Oelschlager	PLA Administrator	\$109.00
Additional Support	PLA Coordinator	\$109.00

The cost for RFP No. 16-50, including labor and ODCs, shall not exceed \$49,000.

* Mr. Sloan will have a minimal role in project startup and be available for technical support throughout the life of the project at no cost to the District.

PCI recognizes the importance of providing efficient and economical services to the Azusa Unified School District. Our flexible staffing plan will allow our individual team members to support the OSD part time during the ebbs and flows of the OSD construction program. This flexible staffing plan and limited involvement from the program manager will reduce cost to OSD, while still delivering the quality services and experienced team we're proposing. The billing rates are inclusive of all costs, overhead, general administrative costs, mileage and travel, materials, labor, indirect and direct costs, fees, profit, etc.

Other Direct Cost (if necessary): LCP Tracker online Certified Payroll Reporting software can be provided to the OSD at the direct LCP Tracker cost. PCI will not markup LCP Tracker's cost to utilize this software on the OSD Elm Street School Rebuild OSD PLA project. The cost will vary based on the project contract size and will be charged annually.

APPENDICES



EXHIBIT A: KEY PERSONNEL RESUMES



Daniel J. Sloan

DIRECTOR OF LABOR RELATIONS & GENERAL MANAGER

PARSONS

100 West Walnut Street
Pasadena, CA 91124

YEARS OF EXPERIENCE

13

EDUCATION & CERTIFICATION

- Bachelor of Arts, University of Washington
- Collective Bargaining Studies Certificate, Cornell University
- Project Management Certification, Parsons
- 10-Hour Construction Safety and Health, OSHA

COURSEWORK, TRAINING & RECOGNITION

- Engineering News Record California's Top 20 Under 40 Competition Winner for 2015
- Negotiating Labor Agreements, Harvard Law School
- Negotiation for Senior Executives, Harvard Law School
- Dealing with Difficult People and Difficult Situations, Harvard Law School
- Adaptive Negotiations Program, Lore International Institute
- Certification of Appreciation, LAUSD Small Business Bootcamp

AFFILIATIONS

- Advisor, Apprenticeship Preparation Program Advisory Council, Flintridge Center
- Board of Directors, Treasurer, Women in Non Traditional Employment Roles (WINTER)
- Member, Construction Management Association of America

SUMMARY OF RELEVANT QUALIFICATIONS

Mr. Daniel (Dan) J. Sloan is the director of labor relations and general manager of Parsons Constructors Inc. He is a certified project manager with more than 13 years of experience as a labor relations professional on multi-billion dollar capital improvement programs. He has a proven track record of achieving stakeholder objectives, while demonstrating a passionate commitment to safety, ethics, technical expertise, collaboration and leadership on large and complex public works construction programs. He has significant experience managing and integrating teams of labor relations, labor compliance and community workforce development professionals. Mr. Sloan is the top labor relations executive at the Parsons Corporation, an engineering, construction, technical, and management services firm with revenues of \$3.2 billion in 2015 and nearly 14,000 employees worldwide.

KEY CLIENT LIST

- Los Angeles World Airports (LAX), current
- Los Angeles Community College District, current
- Port of Long Beach Middle Harbor Phase 2 & 3, current
- City of Long Beach, current
- Pasadena Unified School District, current
- San Diego Unified School District, current
- Los Angeles Unified School District, 2003 through 2014
- Port of Los Angeles, 2014

WORK EXPERIENCE

- Chief advisor to both Parsons and its clients about labor plans and strategies related to Project Labor Agreements and labor relations.
- Lead negotiator, mediator, and participant during grievances, labor disputes, arbitrations and contract negotiations.
- Acts as program director and account representative. Negotiates and manages the Parsons' contract with clients to provide labor relations services, including managing personnel, finance, and contract terms.
- Manages multiple project teams providing PLA administration services, community workforce development and/or labor compliance services.
- Cultivates and maintains local and national relationships with clients, unions, and contractors.
- Develops new business with external clients for labor-management services and provides internal labor relations support for Parsons including negotiating labor agreements and developing innovative labor strategies.
- Designs and conducts periodic PLA training and certifications classes for contractors, owners and small businesses.
- Successfully administers PLA dispute resolution procedures by negotiating, mediating, and resolving hundreds of grievances between unions and contractors, including scheduling and participating in labor arbitrations and preventing jurisdictional disputes.

WORK EXPERIENCE (CONT.)

- Works with local residents, veterans and underrepresented populations to ensure their involvement in the construction program and achieve project inclusion objectives.
- Oversee the production of detailed reports about local hire participation and achievement of community workforce development objectives.
- Serves as liaison between clients and outside agencies, contractors and the construction unions regarding labor strategies and labor agreement requirements.
- Issue PLA contract interpretations and advisory notices as requested by clients.
- Monitor and enforce union and contractor compliance with community workforce development programs and union labor agreements.
- Schedule and co-chair labor-management meetings, subcommittee meetings and PLA pre-job conferences.
- Attend and participate in pre-bid and pre-construction meetings.
- Develop and maintain stakeholder partnerships.

REFERENCES

Mark Hovatter, Chief Facilities Executive
Los Angeles Unified School District
333 South Beaudry Avenue, Los Angeles, CA90017
(213) 216-5394

George Harris III, Director
San Diego Unified School District
4860 Ruffner Street, San Diego, CA 92111
(619) 788-4913

Samson Mengitsu
Los Angeles World Airports (LAX)
6053 West Century Boulevard, Los Angeles, CA 90045
(424) 646-6251

Adriana Ramirez
Port of Long Beach
4801 Airport Plaza Drive, Long Beach, CA
(562) 283-7210

Ron Miller
Los Angeles/Orange County Building Trades Council
1626 Beverly Boulevard, Los Angeles, CA 90026-5784
(213) 483-4222

Robbie Hunter
State of California Building and Construction Trades Council
1231 Street, Suite 302, Sacramento, CA 95814
(213) 479-8437

Rasien Ibanez

PLA AND LABOR COMPLIANCE ADMINISTRATOR

PARSONS

100 West Walnut Street
Pasadena, CA 91124

YEARS OF EXPERIENCE

9

EDUCATION

- Bachelor of Science, Business Management, University of Phoenix

ADDITIONAL TRAINING

- LCP Tracker User Group Conference
- Certification Program, Los Angeles Unified School District
- OSHA 10 Certified

SUMMARY OF RELEVANT QUALIFICATIONS

Ms. Ibanez possesses over 9 years' of experience in compliance management within public sectors with an emphasis in Labor Compliance Program (LCP) monitoring and enforcement, Project Labor Agreement (PLA) Administration and Disadvantaged Business Enterprise (DBE) reporting. Ms. Ibanez has developed forms, correspondence, tracking logs and presented a variety of contractor educational and training materials and provided presentations relative to the monitoring and enforcement procedures of LCPs, PLAs, and DBE. Ms. Ibanez has a current and active TWIC card.

WORK EXPERIENCE

***SENIOR LABOR RELATIONS SPECIALIST, PARSONS CONSTRUCTORS INC.
PORT OF LONG BEACH - MIDDLE HARBOR PH 2 & 3, CITY OF LONG BEACH
2015 - CURRENT***

Assisting in coordination of prime contractor's Pre-Job Conference. Collection and review of contractors' Letters of Assent and Core Employees Lists. Continually working with unions, pre-apprenticeship programs, local community programs specifically Long Beach City College and Pacific Gateway, and various stakeholders to encourage the contractor attainment of the Port of Long Beach PLAs local hiring and apprentice goals. Interviewing workers to verify their Disadvantaged and/or Veteran status. Preparation of reports which highlight the overall local hire, apprentice, and disadvantaged/veteran status project attainment to the Port of Long Beach. Developing PLA and Labor Compliance forms and Tracking Logs. Receives and audits contractors one time Labor Compliance submittals and Certified Payroll Records submitted via LCP Tracker for accuracy and payment of prevailing wages and compliance with California Labor Codes. Actively work with contractors who are delinquent or have prevailing wage issues to work toward restitution and resolution. Conducted research on upcoming and existing legislation to provide clients with interpretation and practical application to maintain compliance with pertinent Federal, State and local laws, codes, and regulations.

***DEPUTY PROJECT MANAGER, PADILLA & ASSOCIATES, INC.
CLIENT LIST: CITY OF LONG BEACH, CITY OF SANTA CLARITA, LOS ANGELES
COMMUNITY COLLEGE DISTRICT, PERALTA COMMUNITY COLLEGE DISTRICT,
LAXCRENSHAW TRANSIT CORRIDOR, ORANGE COUNTY TRANSPORTATION
AUTHORITY, CALIFORNIA HIGH-SPEED RAIL AUTHORITY, WESTERN RIVERSIDE
COUNTY REGIONAL WATERWATE AUTHORITY AND OTHERS AS ASSIGNED
2011-2015***

Managed multiple large scale projects from inception to completion while planning, directing, and coordinating scheduling activities, staffing requirements, and allotment of available resources to ensure project deliverables are accomplished within the prescribed timeframe and budget. Conducted research on upcoming and existing legislation to provide clients with interpretation and practical application to maintain compliance with pertinent Federal, State and local laws, codes, and regulations. Coordinate with project contractors and subcontractors to ensure compliance with the California Labor Code, PLA, LCP, Federal Davis-Bacon, DBE and other applicable regulatory requirements. Develop and conduct compliance training classes /seminars for stakeholders, contractors, etc. Conduct pre-withhold meetings with contractors to inform them of LCP Prevailing Wage

WORK EXPERIENCE (CONT.)

DEPUTY PROJECT MANAGER, PADILLA & ASSOCIATES, INC. (CONTINUED)

CLIENT LIST: CITY OF LONG BEACH, CITY OF SANTA CLARITA, LOS ANGELES COMMUNITY COLLEGE DISTRICT, PERALTA COMMUNITY COLLEGE DISTRICT, LAXCRENSHAW TRANSIT CORRIDOR, ORANGE COUNTY TRANSPORTATION AUTHORITY, CALIFORNIA HIGH-SPEED RAIL AUTHORITY, WESTERN RIVERSIDE COUNTY REGIONAL WATERWATE AUTHORITY AND OTHERS AS ASSIGNED

2011-2015

(continued) violations found and prepares and processes Request for Approval of Forfeiture and Penalties and Formal Notice of Withholding. Participate in and liaise with outside client legal counsel for the preparation and presentation of audit information at Department of Industrial Relations Settlement Meetings and administrative hearings. Administer Project Labor Agreements including implementation of local hire initiatives, facilitation of Joint Labor Management Meetings and processing and facilitation of grievances and arbitration hearings. Administer DBE (EPA Funds 40 CFR Part 33 and Transportation: 49 CFR Part 26) requirements including the development of Contract Specific Goals (FTA/FHWA), conducting Good Faith Effort Reviews, updating client Solicitation Documents, and reviewing Change Orders to ensure compliance with all regulatory requirements.

LABOR COMPLIANCE TECHNICIAN, LOS ANGELES UNIFIED SCHOOL DISTRICT

2009-2011

Conducted investigations relative to the compliance of State Labor Laws and prevailing wage laws. Experience with the LAUSD Online Certified Payroll Reporting System. Receives allegations of possible State Labor Law violations from workers and determines the validity of claims. Conducts methodical payroll audits by reviewing and analyzing a variety of payroll documents. Conducts meetings with contractors to negotiate settlement of wages and penalties due for violations. Conducts on-site field investigations to determine contractor compliance with the State Labor Laws. Presenting information regarding LAUSD's Labor Compliance Program and State Labor Laws at Jobstart meetings. Continually managed multiple priorities, deadlines, and planning appropriately to ensure accomplishment of assignments

LABOR COMPLIANCE TECHNICIAN, PERCEPTIVE ENTERPRISES, INC.

CLIENT LIST: LOS ANGELES UNIFIED SCHOOL DISTRICT

2007-2009

Drafted professional correspondence. Designed Excel spreadsheets, charts, and graphs to track and analyze miscellaneous data for numerous projects. Organized and prioritized caseload, maintained up-to date files, and kept accurate records. Maintained confidentiality when assessing confidential information. Compiled, compared, and interpreted data documents including bid tabs, certified payroll reports, timecards, etc. Conducted methodical audits to determine contractor compliance with State prevailing wage laws. Attended Jobstart meetings to inform and educate contractors of their requirements to comply with State Labor Laws.

Mandy Oelschlager

PLA AND LABOR COMPLIANCE ADMINISTRATOR

PARSONS

100 West Walnut Street
Pasadena, CA 91124

YEARS OF EXPERIENCE

20 years in the construction industry with an emphasis on PLA & Labor Compliance in the last 5 years.

EDUCATION

- Fullerton College

ADDITIONAL TRAINING

- LCP Tracker User Group Conference
- Certification Program, Los Angeles Unified School District
- Department of Industrial Relations Public Works Training
- OSHA 10 Certified
- OSHA Record Keeping
- Mechanics Lien Laws

SUMMARY OF RELEVANT QUALIFICATIONS

Ms. Oelschlager possesses over 20 years in the construction industry with the last 5 years having an emphasis and focus on Project Labor Agreement Administration and State and Federal Labor Compliance monitoring and enforcement. She has served at a senior level capacity performing PLA and Labor Compliance functions for both contractors and public awarding agencies. Her most recent projects include the Los Angeles Metropolitan Transportation Authority's Crenshaw/LAX Transit Corridor project and the Los Angeles Community College's Build-LACCD program.

WORK EXPERIENCE

***SR. LABOR RELATIONS SPECIALIST, PARSONS CONSTRUCTORS, INC.
CLIENT LIST: CITY OF LONG BEACH & PORT OF LONG BEACH
NOV 2016-PRESENT***

***CONTRACT/LABOR COMPLIANCE, CALIFORNIA WATERS
2016***

Mitigate risk by reviewing all labor compliance documents submitted by subcontractors before sending to Prime or Owner, write and review subcontract agreements for Private and Public Works projects. Train subcontractors and internal team on compliance regulations and new requirements for implantation. Execute audits as necessary and remedy any discrepancies or violations.

***SENIOR LABOR COMPLIANCE ANALYST, PADILLA & ASSOCIATES, INC.
CLIENT LIST: CRENSHAW/LAX TRANSIT CORRIDOR, LOS ANGELES COMMUNITY
COLLEGE DISTRICT, CITY OF CARSON AND CITY OF SANTA CLARITA
2012-2016***

Coordinate with project contractors/subcontractors to ensure compliance with California Labor Code, Project Labor Agreement (PLA), Labor Compliance Program (LCP), and Federal Davis-Bacon other applicable regulatory requirements. Collect and analyze data to prepare reports for contractor non-compliance. Develop and conduct PLA and labor compliance training classes for contractors. Conducts audits and determines forfeiture amounts for LCP Prevailing Wage Violations. Conduct pre-withhold meetings with contractor(s) to inform them of the LCP Prevailing Wage Violations found and prepares and processes Request for Approval of Forfeiture and Penalties and Formal Notice of Withholding. Conducts on-site field investigations to determine contractor compliance with the State and Federal Labor Laws. Conducted and processed Federal SF-1444 conformance requests on projects that included both federal and state requirements.

***ADMINISTRATIVE ASSISTANT/DISPATCH, HOWARD CONTRACTING
2003-2012***

Reviewed and executed contract requirements by submitting required insurance, first time forms, filed preliminary notices and any labor compliance documentation required per the contract work, issued request for change orders based on contract requirements, dispatched filed personnel and equipment, completed certified payroll reports and monthly reports per the Federal and State regulations, made sure company was in compliance with all project labor agreements, assisted Safety Director with OSHA compliance.

WORK EXPERIENCE (CONT.)

OPERATIONS, G.D. HEIL, INC. / HI-CYCLE CONCRETE CUTTING, INC.

1996-2003

Responsible for weekly payroll and labor compliance for company of 50 – 75 employee, also responsible for human resources and dispatch of equipment and personnel, Supervised office personnel is accounting, project coordination and OSHA compliance.

EXHIBIT B:
ATTACHMENT 1:
FIRM PROPOSAL/
OFFER FORM



ATTACHMENT 1

PROPOSAL/OFFER FORM

This Proposal/Offer Form shall be duly executed and submitted with any proposal/offer to the Oxnard School District.

The Offeror hereby agrees that its proposal/offer is subject to all RFP No. 16-50 provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials that are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an agreement in accordance with such provisions, terms and conditions if its proposal/offer is accepted by the Oxnard School District and that it shall provide the Project Labor Agreement Coordinator services in accordance with RFP No. 16-50 as it may be amended.

The Offeror hereby agrees that its attached proposal/offer and fee schedule, of which this form is a part, is a firm and irrevocable offer and valid for acceptance by Oxnard School District for the period from the time of opening of proposals through and including December 31, 2016.

PLA Coordinator Services Fee \$ 44,000.00- (not to exceed)

The Offeror acknowledges receipt of the following addendums (if any):

Addendum No. 1 _____	Dated _____
Addendum No. 2 _____	Dated _____
Addendum No. 3 _____	Dated _____

Print name of person duly authorized to execute this proposal/offer:

Daniel J Sloan

Authorized Signature: 

Title: Director of Labor Relations & General Manager

Date: November 14, 2016

Firm Name: Parsons Constructors, Inc.

Firm Address: 100 W Walnut Street

Pasadena, CA 91124

Telephone: (206) 295-3303

Fax: (626) 440 2516

EXHIBIT C:
ATTACHMENT 2:
NON-COLLUSION
AFFIDAVIT FORM



ATTACHMENT 2

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of Los Angeles)

(Name of Bidder) Daniel J Sloan, being

first duly sworn, Deposes and says that he or she is

(Title) Director of Labor Relations & General Manager of

(Company) Parsons Constructors, Inc., the

party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereto to effectuate a collusive or sham bid."


Bidder's Signature

NOTARIZATION:

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires _____

Notary Public _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

 X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Amendment #001 to Agreement #17-116 with Flewelling and Moody to provide additional Architectural Services for the Kindergarten Flex Project (Penanhoat/Fateh/CFW)

At the August 24, 2017 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #17-116 with Flewelling and Moody to provide services for the Kindergarten Flex Project (Project).

Amendment #001 and the attached proposal received from Flewelling and Moody is for the additional Scope of Work including: Prepare revised architectural site demolition plan, site plan, plumbing site plan and electrical site plan with new location of Kindergarten/Flex Classroom Building, and submittal of the CCD drawing package to the Division of the State Architect for review and approval. 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.

FISCAL IMPACT:

This approval will increase the architectural contract by Twenty Thousand Dollars and Zero Cents [\$20,000.00]; however, the overall project budget will not change and is being funded 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 #001 to Agreement #17-116 with Flewelling and Moody for the Kindergarten Flex Project at Ritchen Elementary School for additional architectural and engineering services.

ADDITIONAL MATERIAL(S):

Attached:

- Amendment #001, Flewelling and Moody (3 Pages)
- Flewelling and Moody Proposal, Dated May 8, 2018 (4 Pages)
- Agreement #17-116 Flewelling and Moody (47 Pages)

Amendment No. 001 to Architect Services Agreement

The Architect Services Agreement (“Agreement”) entered into on August 24, 2017, by and between the Oxnard School District (“District”) and Flewelling and Moody, (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 001 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 Kindergarten Flex 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, the timing of those modifications, the District requires amending the scope of work of Flewelling and Moody 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: Prepare revised architectural site demolition plan, site plan, plumbing site plan and electrical site plan with new location of Kindergarten/Flex Classroom Building. Submit CCD drawing package to the Division of the State Architect for review and approval. 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 a new SECTION 5.2.4 to the Agreement as follows:

SECTION 5.2.3 Additional Compensation for Kindergarten/Flex Project 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 "A" 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. Twenty Thousand Zero Cents (\$2,0000.00) for the additional Scope of work for the Kindergarten Flex project including: Prepare revised architectural site demolition plan, site plan, plumbing site plan and electrical site plan with new location of Kindergarten/Flex Classroom Building. Submit CCD drawing package to the Division of the State Architect for review and approval. 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 provide construction support by addressing requests for information and review of additional documents provided by the contractor for review and approval, and upon completion of the construction project, all work associated with certified close-out of Project.

The total sum for the additional services total:

Twenty Thousand Dollars and Zero Cents (\$20,000.00) The Parties agree that the work identified herein constitutes all of the additional scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on August 24, 2017 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. 001 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date:

FLEWELLING AND MOODY:

By: _____
Scott Gaudineer, President CEO

Date:



FLEWELLING & MOODY
architects for education

Proposal for

**Ritchen Elementary School
Additional Services: Revised Site Plan Layout
for Kindergarten/Flex Classroom Building
2200 Cabrillo Way, Oxnard**

Oxnard School District

Flewelling & Moody Job # 2781-410
DSA appl. # 03-118730

Submitted to:
David Fateh



FLEWELLING & MOODY
architects for education

May 8, 2018

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Exhibit "A"

Proposal for Ritchen Elementary School Kindergarten/Flex Classroom Building Additional Services

I. Project Description / Scope of Work

Shift building location on site to clear existing site SCE electrical utility service lines. Revise site demolition plan, re-design site grading and exterior paving plans, relocation of existing site play-ground equipment structures. Revise site plumbing and electrical plans.

The scope of work shall be as follows:

- A. Prepare revised architectural site demolition plan, site plan, plumbing site plan and electrical site plan with new location of Kindergarten/Flex Classroom Building. Submit CCD drawing package to the Division of the State Architect for review and approval.

II. Scope of Services

The Architect shall provide the following design services:

- A. Architectural, plumbing and electrical site plan Re-design.
- B. Submit CCD drawings and calculations to the Division of the State Architect for review and approval.



FLEWELLING & MOODY
architects for education

III. Design Consultants

This proposal includes the services of the following consultant:

- A. Plumbing and Electrical Engineer: Budlong and Associates

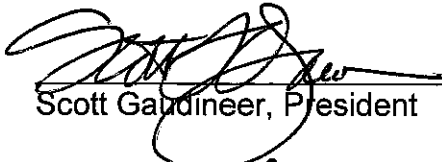
IV. Professional Services Fee

Flewelling & Moody's proposed fee for the specified scope of services and scope of work shall be a fixed fee in the amount of \$20,000.00

END OF PROPOSAL

FLEWELLING & MOODY

OXNARD SCHOOL DISTRICT



Scott Gardineer, President
Date 5/9/2018

David Fateh
Date _____

OSD AGREEMENT #17-116

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

Flewelling and Moody

AND

OXNARD SCHOOL DISTRICT

August 24, 2017

FOR

**Kindergarten Flex Classroom Projects at Brekke, McAuliffe,
Ramona, and Ritche Elementary Schools**

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **24th** day of **August, 2017** by and between **Flewelling and Moody**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **815 Colorado Boulevard, Suite 200, Los Angeles, CA 90041** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **August 24, 2017**. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties.**”

RECITALS

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

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

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

AGREEMENT

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

SECTION 1 GENERAL PROVISIONS

1.1 DEFINITIONS. When used in this Agreement, the following terms shall have the meanings set forth below:

1.1.1 “Addendum” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.

1.1.2 “Additional Services” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.

1.1.3 “Agreement” shall mean this document and all its identified exhibits, attachments and amendments.

1.1.4 “Architect” shall mean the architectural firm listed in the first paragraph of this Agreement.

1.1.5 “Architect Consultant” shall mean a person properly qualified and licensed in various aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.

1.1.6 “Architect’s Supplemental Instruction” or “ASI” shall mean a small set of drawings which better explains the intent of the design of a building or structure

1.1.7 “As-Built Documents” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals etc.) showing the condition of the Project as actually built and accepted.

1.1.8 “As-Built Drawings” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.

1.1.9 “Basic Fee” shall mean the compensation provided to the Architect for providing Basic Services.

1.1.10 “Basic Services” shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project, (ii) preparing educational specifications for the Project, and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State..

1.1.11 “Bid” shall mean the written proposal submitted to the District by a Contractor in accordance with the Bid Set for the construction of the Project.

1.1.12 “Bid Set” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.

1.1.13 “Bidder” shall mean the person or entity submitting a Bid.

1.1.14 “BIM” or “Building Information Modeling” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.

1.1.15 “CDE” shall mean the California Department of Education.

1.1.16 “Change Order” or “CO” shall mean a written document between the District and the Contractor that is signed the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.

1.1.17 “Change Order Request” or “COR” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the other party (owner or contractor).

1.1.18 “CHPS” shall mean Collaborative for High Performance Schools.

1.1.19 “Construction Budget” shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

1.1.20 “Construction Cost” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any of their consultants, (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District, (iii) all costs and fees related to off-site improvements, (iv) all costs incurred to remedy any design or construction defects or errors, and (v) any other Project-related costs and fees typically excluded.

1.1.21 “Construction Documents” shall mean those documents which are required for the actual construction of a project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.

1.1.22 “Construction Manager” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.

1.1.23 “Construction Document Phase” shall have the meaning set forth in Exhibit B.

1.1.24 “Construction Phase(s)” shall mean individual construction contract packages that are bid separately.

1.1.25 “Constructability Review” shall mean, the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractors can construct the Project as therein depicted without delays, disruptions, or additional costs.

1.1.26 “Contractor” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.

1.1.27 “Contractor Payment Application” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.

1.1.28 “Design Bid Build” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.

1.1.29 “Design Development Phase” shall have the meaning set forth in Exhibit B.

1.1.30 “District” shall mean the Oxnard School District.

1.1.31 “District Design Standards” shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.

1.1.32 “District’s Representative” shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.

1.1.33 “DSA” shall mean the Division of the State Architect of the State of California.

1.1.34 “DSA Record Set” shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.

1.1.35 “Educational Specifications” shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

1.1.36 “Funding Consultant” shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.

1.1.37 “Guaranteed Maximum Price” or “GMP” shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.

1.1.38 “Inspector of Record” or “IOR” shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.

1.1.39 “Lease-Leaseback” shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.

1.1.40 “LEED” shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.

1.1.41 “Modernization/New Construction” shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.

1.1.42 “MOU” shall mean a memorandum of understanding.

1.1.43 “Notice of Completion” or “NOC” shall mean the legal notice filed with the County Recorder after completion of construction project.

1.1.44 “OPSC” shall mean the Office of Public School Construction of the State of California.

1.1.45 “Phase” when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

1.1.46 “Potential Change Order” or “PCO” shall mean is a written document before it has been approved and effected by the contractor and owner.

1.1.47 “Principal(s)” shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.

1.1.48 “Project” shall mean the project described hereinafter in Section 3.

1.1.49 “Project Budget” shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project; including but not limited to professional services, bids for all construction (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.

1.1.50 “Project Director” shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including but not limited to executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.

1.1.51 “Project Manager” shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.

1.1.52 “Project Schedule” shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Contractors and other consultants.

1.1.53 “Prolog” shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.

1.1.54 “Request for Information” or “RFI” shall mean a written request from a contractor to the District or Architect for clarification or information about the contract documents following contract award.

1.1.55 “SAB” shall mean the State Allocation Board of the State of California.

1.1.56 “Schematic Design Phase” shall have the meaning set forth in Exhibit B.

1.1.57 “Services” shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and those Services reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

1.1.58 “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.59 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the owner or contractor.

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

2.1 EMPLOYMENT OF ARCHITECT. The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all professional architectural and related Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the professional services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project, and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES. The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 ARCHITECT COVENANT AGAINST CONTINGENT FEES. The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

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

SECTION 4
SERVICES

4.1 BASIC SERVICES. The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit A**. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during

specified times established under the Project Schedule.

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

4.2.1 Employment of Personnel. The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District. Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.2.2 Employment of Architect Consultant(s). For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.

4.2.3 The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultants shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultants. The Architect's Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant firms proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed firm and/or personnel. If the proposed firm and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

4.2.4 Cooperation with District and Other Consultants. The Architect and its Consultant (s) shall confer and cooperate with District, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and each Project.

4.2.5 Project Management Software. The project may be managed through a project management software from design through closeout. Architect will utilize the software as required by the District.

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Minutes of Progress Meetings. The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.

4.2.8 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 design 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.

4.2.9 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 required estimates with any independent estimator's estimate.

4.2.10 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.

4.2.11 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.

4.2.12 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.13 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.

4.2.14 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.

4.2.15 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.

4.2.15.1 Changes Required to Meet Construction Budget. If the lowest responsible bid exceeds one hundred ten percent (110%) of the Construction Budget, Architect shall revise the scope of the project for re-bidding at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibit A**.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

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

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

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

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

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

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

SECTION 5
ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

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

Two Hundred Sixty Thousand Dollars and no Cents (\$260,000.00)

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 each Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in **Exhibit A**, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

Architectural Phases		
1	Project Initiation Phase	2.0%
2	Development of Architectural Program	2.0%
3	Schematic Design Phase	10.0%
4	Design Development Phase	17.0%
5	Construction Documents Phase	40.0%
6	Bidding Phase	2.5%
7	Construction Phase	20.0%
8	Project Close Out Phase	6.5%
Total Basic Fee		100.0%

5.1.1.1 Invoices. Invoices may be submitted at the end of each phase in the Table above or as a monthly progress billing per each phase, except that the construction

administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District.

5.1.1.2 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 C**, provided that payment will be made as follows: (i) three percent (3%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit A**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants 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 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 service(s) performed or cost incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed \$20,000.00:

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

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

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 B**, attached hereto.

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

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

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services 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 THE KINDERGARTEN FLEX CLASSROOM PROJECTS AT BREKKE, MCAULIFFE, RAMONA, AND RITCHEN ELEMENTARY SCHOOLS. 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 within forty-five (45) days of approval of final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

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

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

6.1.1 For Cause. The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. This termination shall be effective if with respect to any monetary Architect Default, the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District and with respect to any non-monetary default for which no time period for cure is otherwise specified below, the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceed the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in

no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

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

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If one hundred twenty (120) consecutive calendar days or more have elapsed before the Services are resumed, the Project's Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 ARCHITECT DEFAULT. The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:

6.2.1 Inability to pay debts and Failure to Pay Architect Consultants. At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultants providing services in connection with this Agreement.

6.2.2 Assignment for the benefit of creditors. An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.

6.2.3 False or misleading. Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.

6.2.4 Failure to Provide Acceptable Design. The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.

6.2.5 Defective Services; Errors or Omissions; Failure to Perform. The Architect or the Architect Consultant (a) provides defective services, including any deficiencies due to errors or omissions, or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).

6.2.6 Willful violation. The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Contract Documents, or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.

6.2.7 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 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

6.3.1 General Remedies. If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.

6.3.2 Withholding Payment. If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.

6.3.4 Errors & Omissions; Additional Costs. In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultants, including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

6.3.5 Self Help. Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

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

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

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

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

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

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

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

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

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

7.1.3 Surveys and Tests. The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.

7.1.3.1 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 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 bid documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

7.1.4 District Site Visits. At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits 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 A** 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 Project Construction Cost shall be prepared and updated by the Architect as required in **Exhibit A** during each Phase of the Services and shall be subject to District approval. The Estimated Project Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the Estimated Project Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

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

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

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

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

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

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In

addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

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

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

10.2.2 Notwithstanding Section 1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's consultants, if any, shall first be removed from the Architect's drawings, specifications or other documents.

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

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided 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 Consultants, if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the 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 INDEMNIFICATION, INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, 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 liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by 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 caused by 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 three (3) years after Final Completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

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

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

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

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

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

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

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

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

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

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

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

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each 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 **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. 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. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

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 Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.3.1, 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 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; and (iii) on the date it is accepted or rejected if sent by certified mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District
Att: Dr. Cesar Morales–Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

Flewelling and Moody
Att: Scott Gaudineer, President/CEO
815 Colorado Boulevard, Suite 200
Los Angeles, CA 90041

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

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

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

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

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

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

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

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

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and

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

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

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 C** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

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

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

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

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

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

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the 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 alterations shall be effective unless in writing and signed by both Parties. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in 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 standard of care of the Architect for its services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the

Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

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

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

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

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

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

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

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

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

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

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

Architect

By: Scott Gaudineer
Scott Gaudineer
Title: President/CEO
Date: AUGUST 29, 2017

District

By: Lisa A. Franz
~~Director, Purchasing~~ Lisa A. Franz
Title: Superintendent Director, Purchasing
Date: 9-7-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2017

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 Dealey, Renton & Associates DRA License 0020739 P. O. Box 10550 Santa Ana CA 92711-0550	CONTACT NAME: PHONE (A/C, No., Ext): 714-427-6810 FAX (A/C, No.): 714-427-6818 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Flewelling & Moody 815 Colorado Boulevard, Suite 200 Los Angeles CA 90041	INSURER A: Travelers Property Casualty Co of A 25674	
	INSURER B: Travelers Casualty & Surety Co. Ame 31194	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 263519616

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6800J008424	4/1/2017	4/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA9216L140	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB7327Y141	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <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	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Claims Made			106003291	10/1/2016	10/1/2017	Per Claim \$2,000,000 Annual Aggr. \$2,000,000

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

General Liability policy excludes claims arising out of the performance of professional services.
Re: All Operations as pertains to named insured.

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

Oxnard School District 1051 South "A" Street 1 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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Exhibit A

Project



FLEWELLING & MOODY
architecture • planning • interiors

Proposal for: Oxnard School District Oxnard, California

**New Kindergarten/Flex Facilities at: Brekke Elementary School
McAullife Elementary School
Ramona Elementary School
Ritchen Elementary School**

Flewelling & Moody, Inc. Project # 2781

**Submitted to:
Caldwell Flores Winters, Inc.
1901 Victoria Avenue, Suite 106
Oxnard, California**

August 3, 2017

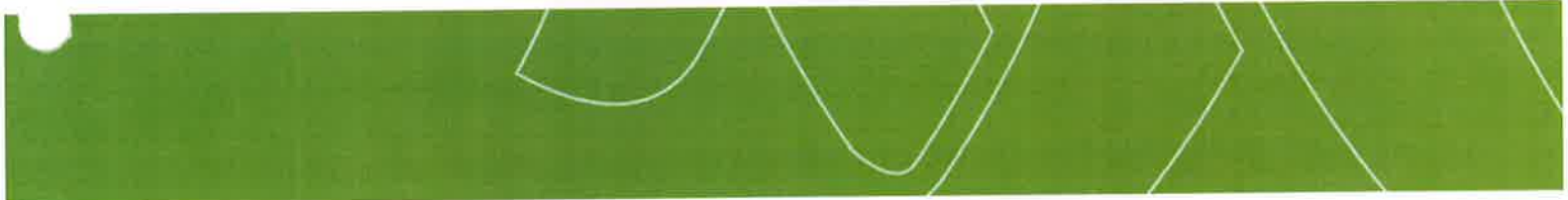


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I. Project Description

A. Summary

There is a need in the District to accommodate a growing enrollment due to the transitional kindergarten program immediately and to accommodate future special education requirements. A new modular facility consisting of a kindergarten and flex classroom that may support tk/kindergarten classrooms needs as well potential special education program uses are to be designed and constructed at the following campuses:

Brekke Elementary School
McAuliffe Elementary School
Ramona Elementary School
Richen Elementary School

The proposed modular manufacturer is Silver Creek Industries, Inc.

Each campus shall require site work, including grading and earthwork in areas of the existing kindergarten classrooms to create building pads (reference June 2017 Master Construct & Implementation Update by Caldwell Flores Winters, Inc.), new concrete accessible walkways to the buildings, modifications to existing water, sanitary, electrical, fire alarm and low voltage systems, landscaping and irrigation. It is assumed that the locations of the proposed buildings are relatively flat and there are no significant site drainage requirements. It is also assumed that the buildings will not be required to have fire sprinkler systems and that the campus water, sanitary, electrical, fire alarm and low voltage systems do not require upgrades or replacement.

B. Classroom Features

1. Each classroom shall have IT capability per current District standards.
2. Typical classrooms are 36' by 40', with two door entries along with two windows for each classroom, a shared work room and restrooms.
3. Each classroom shall have its own HVAC unit with individual controls and shall be wall mounted.
4. Interior finishes include tack able wall surfaces, carpeting, and suspended acoustical tile ceilings with 2x4 LED dimmable light fixtures.
5. Casework in the shared workrooms shall meet District standards as outlined in its Vision and Specifications document

II. Scope of Services

A. Basic Services:

1. Architecture, Civil Engineering, Landscape Architecture and Electrical Engineering (fire alarm and low voltage systems only) Plumbing Engineering services for Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration phases.
2. Based on information provided by the District (including topographic surveys, geotechnical investigations, existing building record drawings, and programmatic directions), the Architect and its team shall prepare, for review and approval by the District, drawings and specifications, sufficient for the purpose of communicating design intent to the District, and as required to review by agencies having jurisdiction (DSA, CDE and the Oxnard City fire department) and as necessary to perform construction.
3. The team shall review proposed modular building drawings with District staff and modular manufacturer to establish acceptable conformance to District requirements. Services shall include up to four (4) meetings between September 1, 2017 and submission to DSA (Mid- November 2017), one (1) meeting with CDE and one (1) meeting with the City of Oxnard Fire Department.
4. Coordination of utility connections to the buildings. The District shall provide required services and information to determine locations of existing underground utilities and documentation of existing fire alarm and low voltage systems.
5. Assistance with DSA submittal and approvals. It is anticipated that each campus will be submitted as a separate application. Services include 1 pre-take meeting (if required) with DSA staff and up to 2 review meetings to achieve DSA approval. The District is aware of the new criteria in effect for providing notice to DSA as to the anticipated submission date for review.
6. Assistance to District during the bidding process for the site work. Services include two (2) coordination meetings. It is assumed that all campuses shall be bid as one project to a single contractor.
7. Construction administration and DSA closeout. It is assumed that all campuses shall be constructed at the same time. Services shall include a maximum of four (4) site visits - reviewing all campuses at the same visit, to verify general conformance of the work with the approved Contract Documents, and to advise the District and contractor of any observable deviations accordingly.

B. Additional Services:

The following are not included in Basic Services and shall be invoiced separately, based on hourly rates per Exhibit "A" in this proposal:

1. Constructability and potential cost saving options (value engineering) after DSA approval.
2. Changes to the DSA approved documents or additional scope of work requested by the District (Owner-Requested Changes).
3. Building engineering and systems including structural, mechanical, electrical (lighting and power), plumbing, and fire protection (fire sprinkler) within the buildings and associated site work for fire protection systems.
4. Civil Engineering of any site drainage systems and additions/modifications for parking or drop-off areas.
5. Client, contractor and DSA meetings and site visits exceeding those described in Basic Services.
6. All additional services shall be approved by the Client in writing prior to the start of the work.
8. Payment of any and all fees at the request of the District. Fees shall be reimbursed at cost plus ten percent (10%).
9. Development of a SWPPP plan.

C. District Responsibilities:

1. District is responsible for all fees associated with required approvals.
2. District shall pay for required in-plant and site inspection and testing as required by DSA. Inspectors shall be approved by the Architect to determine capabilities and acceptance for the project.
3. The District shall require the modular manufacturer to design the building foundations per the geotechnical report.
4. The District shall provide all pertinent record drawings for each campus.
5. The District shall provide a geotechnical report to ascertain the local soils conditions and provide recommendations for grading and foundation design.
6. The District shall provide a topographic survey for each campus site.

III. Project Construction Budget

The estimated project cost for each campus, per the CFW's estimate as of June 2017 is approximately \$1.2 million. The total project costs are \$4.8million.

IV. Project Team

Architect	Scott Gaudineer, AIA, C-14211, Architect of Record
Civil Engineer	Phoenix Civil Engineering, Inc.
Landscape Architect	Oasis Associates
Plumbing and Electrical Engineer	Budlong and Associates, Inc.

V. Project Delivery

The project delivery methodology shall be via an approved "piggyback" contract for the buildings and a single contractor for the site work and utilities.

VI. Project Timeline

Work shall be accomplished to meet an anticipated to DSA in November 2017 assuming the modular manufacturer has submitted complete construction documents complying with a DSA PC approval available for coordination by October 15, 2017. DSA approval is expected to be a standard submission and approval process. Construction is anticipated beginning in the second quarter of 2018 with substantial completion by the start of school in August 2018. The final schedule shall be determined by the District and CFW with the assistance of the selected contractor.

VII. Fee Structure

A. Basic A/E Services Fee- to be broken down per the agreement

TOTAL.....\$260,000.00

B. Reimbursable expenses (Not to Exceed) \$20,000.00

END OF PROPOSAL

Exhibit "A"

SCHEDULE OF BILLING RATES Effective January 1, 2017

Principal	\$250.00
Project Manager	\$190.00
Senior Design Architect	\$175.00
Architect II	\$150.00
Architect I	\$125.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$150.00
CA Field Representative I	\$125.00
Senior Designer	\$150.00
Designer II	\$125.00
Designer I	\$110.00
CADD III	\$110.00
CADD II	\$90.00
CADD I	\$75.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$90.00
Tech Assistant I	\$75.00
Accountant	\$160.00
Accounting I	\$125.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$75.00
Secretary I	\$50.00

Consultant hourly rates shall be at cost plus 15%

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances. Reimbursable expenses shall be invoiced at cost plus 10%.

EXHIBIT "C"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

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

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

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

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

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

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

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may

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

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

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract 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: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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

Approval of Field Contract #FC-P19-00041 – California Electric Company (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P19-00041, Site Light Pole Repair at Ritchen School, pursuant to the Uniform Public Construction Cost Accounting Act. Three (3) proposals were received on Tuesday, June 5, 2018.

It is requested that the Board of Trustees approve Field Contract #FC-P19-00041 and award to the lowest responsible bidder, California Electric Company, in the amount of \$10,663.00. The project will be funded through Deferred Maintenance – One-Time Funds.

FISCAL IMPACT:

\$10,663.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P19-00041 with California Electric Company, in the amount of \$10,663.00.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P19-00041, California Electric Company (3 Pages)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P19-00041
--

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 6/20/18, between **California Electric Company** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Ten Thousand Six Hundred Sixty-Three Dollars (\$10,663.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 6/5/18.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on July 18, 2018 & be completed by the end of the day July 25, 2018.**

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> </u> Performance/Payment Bonds
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P19-00041</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>6/5/18</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
	Fax No. _____
Title _____	Contractor’s License No. _____
	Fax No. _____
Firm Address _____	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Orlando De Leon, Facilities Project Manager</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings,; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

California Electric Company

Ojai, CA. Cl# 429669 A/C-10 805/646-6296 v 805/646-4698 f

To: Oxnard School District Oxnard, CA.

Date: 6-5-2018

Project: Ritchen School site lights

1. Light fixture and pole submittal
2. Supply 2 LED lights and poles. Might be long lead item.
3. Trace existing wiring back to next light pole for two areas
4. Excavate down to expose existing PVC light conduits two areas
5. Cut back PVC and existing power light wires
6. Install underground junction box to intercept PVC two areas
7. Trim back bushes for new light pole location
8. Auger down 5' x 18" wide for new light base two areas
9. Install rebar cage and form for two light poles
10. Install PVC stub from underground light junction box
11. Pour 2500 PSI concrete and vibrate in
12. Strip forms
13. Set two light poles 7 days after concrete partially cures = full strength in 30 days
14. Pull in light pole wires and terminate to existing light poles
15. Grind down older pole base flush and cream the top
16. Clean up and move out

Total \$10,663.00

Excludes 1. Damage to unmarked utilities 2. Existing power condition 3. Sod or plant replacement 4. Sprinkler pipe repair

Payment to be 100% due net 30

Please note price good for 20 days, this will be done during normal working hours.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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

Approval of Field Contract #FC-P19-00042– Kiwitt’s General Building (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P19-00042, Concrete Pad and Regrade at Brekke School, pursuant to the Uniform Public Construction Cost Accounting Act. Two (2) proposals were received on Tuesday, June 5, 2018.

It is requested that the Board of Trustees approve Field Contract #FC-P19-00042 and award to the lowest responsible bidder, Kiwitt’s General Building, in the amount of \$14,500.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$14,500.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P19-00042, with Kiwitt’s General Building, in the amount of \$14,500.00.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P19-00042, Kiwitt’s General Building (6 Pages)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P19-00042
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FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 6/20/18, between **Kiwitt's General Building Contractor** ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of **Fourteen Thousand Five Hundred Dollars (\$14,500.00)**, payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 6/4/18.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on July 2, 2018 & be completed by the end of the day July 16, 2018.**

D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of **One Hundred Dollars (\$100.00)** per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of **One Hundred Dollars (\$100.00)** for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading "**General Conditions**".

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> </u> Scope of Work	<u> X </u> Subcontractor List	<u> </u> Performance/Payment Bonds
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P19-00042</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>6/4/18</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
	Fax No. _____
Title _____	Contractor's License No. _____
	Fax No. _____
Firm Address _____	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Orlando De Leon, Facilities Project Manager</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

PROPOSAL

KIWITT'S GENERAL BUILDING CONTRACTOR
P.O. Box 1359
SOMIS, CA 93066-1359

(805) 986-4882 FAX (805) 531-0035
kiwittclan@aol.com
DIR#1000004196 / LIC. # 431960

TO: LISA FRANZ
Director, Purchasing
Oxnard School District
1051 South A Street
Oxnard, CA 93030
805-385-1501 x2414

PHONE	DATE 6-4-18
JOB NAME / LOCATION BREKKE SCHOOL 1400 MARTIN LUTHER KING JR. DRIVE OXNARD CA 93030	
JOB NUMBER BREKKE 1	JOB PHONE 805-427-3171

We hereby submit specifications and estimates for:

PROPOSAL FOR THE WORK AS DESCRIBED IN THE FIELD CONTRACT PROPOSAL SHEETS ATTACHED BELOW .

Acceptor agrees to pay all court costs, attorney fees or other expenses incurred in the collection of the above payments upon default thereof by acceptor.

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:
FOURTEEN THOUSAND FIVE HUNDRED DOLLARS dollars (\$ **14,500.00**).

Payment to be made as follows:

UPON COMPLETION OF WORK

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized
Signature



Note: This proposal may be
withdrawn by us if not accepted within

30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



Brekke School

1400 Martin Luther King Jr. Drive
Oxnard, CA 93030

Field Contract Proposal

Proposal Date	Proposal Time	Submit Proposals to	Type of Work
Tuesday, June 5, 2018	9:00AM	Purchasing Office	Concrete Pad & Grading

Status:

Proposals emailed to Owner Tuesday, June 5, 2018 by 9:00 AM at lfranz@oxnardsd.org.

Mandatory Pre-Bid Conference: Tuesday, May 29, 2018 at 3:00 PM
Meet at Brekke School, 1400 Martin Luther King Jr. Drive, Oxnard, CA 93030

Special Conditions:

*Project Schedule must have approval of Orlando De Leon, Facilities Project & Energy Manager

Owner Class:

Local Government

Principal Factors:

Type	Factor	Address
Owner	Oxnard School District Lisa Franz Orlando De Leon Vince McGarry	1051 S. "A" Street Oxnard, CA 93030 Phone: 805/385.1501 x2414 Fax: 805/240.7582

Bid Bond	Performance Bond	Payment Bond
N/A	*Required if Bid exceeds \$25,000.00	*Required if Bid exceeds \$25,000.00

Plans on File:

None

Scope of Work:

1. Brekke K-5 School Kitchen – Regrade and concrete pad per plans and/or specifications.
2. Survey and test surface area flow to adjacent drain inlets.
3. Provide one week’s notice (40 hours) for coordination.
4. Drawings and/or specifications (if any) will be handed out the day of the job walk.
5. Proposals shall include all materials and equipment necessary to complete the project.
6. Contractor will be responsible for keeping the site in a clean and safe manner at all times.
7. This project requires DIR registration and is subject to prevailing wage.
8. District refuse containers **may not be utilized.**
9. Any questions with regards to this project are to be directed to Orlando De Leon at (805) 513-2849 or Vince McGarry at (805) 290-6140.

Job Walk: 5/29/2018
Bid Opening: 6/5/2018
Board Award: 6/20/2018

Job Start: 7/2/2018
Job Completion: 7/16/2018



OXNARD SCHOOL DISTRICT

1055 South "A" Street • Oxnard, California 93030 • 805/385-1501 •
www.oxnardsd.org

CONCRETE PAD, REGRADE & SOD SPECIFICATIONS/EQUIPMENT SHEET

BREKKE SCHOOL SITEWORK

- 1) Provide all labor and materials to regrade landscaping and install reinforced concrete pads.
- 2) New 4" concrete slabs shall have thickened edge and medium broom finish. Slope to match grade. Control joints to match existing flatwork.
- 3) Regrade adjacent lawn to 2" below top of new concrete and regrade to existing catch basin as needed. All spoils are to be hauled off site.
- 4) Furnish and Install:
 - 3000 psi concrete w/ #3 rebar at 24" O.C. each way,
 - Epoxy coated dowels @ 24" O.C., embed minimum of 6" into new and existing concrete. Core holes at existing slab and cleanout for application of epoxy for new dowels,
 - Provide expansion joint where new concrete abuts existing concrete, provide Sika-flex at expansion joint,
 - SOD (approximately 250 square feet) at regraded area. Provide Marathon SOD.
- 5) Coordinate with owner for shutdown and relocation of irrigation.
- 6) Refer to attached sheet for additional notes/requirements.
- 7) This is a prevailing wage project and will be registered with the DIR.

BREKKE SCHOOL
Concrete Pad & Regrade Project



Remove area drain
and pipe

Areas of new
concrete pad



- NOTES:
1. Cap drain pipe 6-8" outside catch basin.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 06/20/18

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

Appointment of Representative to Fill Vacancy - Measure R Bond Oversight Committee (Penanhoat)

The Measure R Bond Oversight Committee (BOC) currently has a vacancy for a Senior Citizens' Organization representative. Ms. Robin Freeman has expressed a willingness to serve in this capacity effective July 1, 2018. The administration recommends Ms. Freeman's appointment to the BOC, and her name is submitted herewith for the Board's consideration.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees make a determination regarding the appointment of Ms. Robin Freeman as the Senior Citizens' Organization representative on the Measure R Bond Oversight Committee effective July 1, 2018.

ADDITIONAL MATERIAL

Attached: Oxnard School District Measure R Bond Oversight Committee Membership List
(1 page)

**OXNARD SCHOOL DISTRICT
MEASURE “R” CITIZENS’ BOND OVERSIGHT COMMITTEE
MEMBERSHIP & TERMS
June 2018**

<i>Name</i>	<i>Representation</i>	<i>Position</i>	<i>End of Term</i>
Lindholm, Nancy	Business Organization	President/CEO, Oxnard Chamber of Commerce	September 2018
Freeman, Robin	Senior Citizens’ Organization	AARP	July 2020
McLaughlin, Charles	Taxpayers’ Association	President, Aspen Helicopters	September 2018
Maria, Alyssa	Parent/Guardian	Parent, Elm School	November 2018
Vargas, Jessica <i>(Committee Vice-Chair)</i>	Parent/ Guardian PTA	Parent, Elm School; PTA President	February 2020
Hill Scott, Karen	Community At-Large	Parent, McAuliffe School; Owner, Hill Scott Homes	January 2019
Ward, Crittenden <i>(Committee Chair)</i>	Community At- Large	Community Member	December 2018



OSD BOARD AGENDA ITEM

Name of Contributor: **Shristie Nair**

Date of Meeting: **June 20, 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 1st Reading _____ 2nd Reading _____

Establish/Abolish/Increase/Reduce Hours of Position (Nair)

Establish

an eight hour 246 day Administrative Assistant position number 9002 to be established in the Facilities department. This position will be established to meet the needs of the department.

Abolish

an eight hour 246 day Facilities Secretary position number 994 to be abolished in the Facilities department. This position will be abolished due to department reorganization.

Increase

a four and a half hour 215 days Shipping/Receiving Clerk/Delivery Driver position number 7913 to be increased to 8 hours in the Warehouse department. This position will be increased due to the increase in workload.

FISCAL IMPACT:

Cost for Admin Assistant - \$65,530 Facilities

Savings for Facilities Secretary - \$65,530 Facilities

Cost for Shipping/Receiving - \$39,198 General funds 50%, 50% Child Nutrition

RECOMMENDATION:

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment and increase of the positions, as presented.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Shristie Nair**

Date of Meeting: **June 20, 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 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Nair)

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 Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL:

- Classified Personnel Actions (one page)
- Certificated Personnel Actions (three pages)

CLASSIFIED PERSONNEL ACTIONS

New Hire

Nair, Shristie	Director of Classified Human Resources, Position #121 Personnel Commission 8.0 hrs./246 days	06/04/2018
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Limited Term

Garcia, Fernando	Custodian	05/02/2018
Hernandez, Erica R	Paraeducator	05/23/2018
Lopez Jr., Juan	Paraeducator	06/15/2018
Martinez, Michael	Custodian	05/02/2018

Exempt

Deckers, Tanya	Campus Assistant	05/10/2018
Raya, Marisa	Campus Assistant	05/02/2018

Leave of Absence

Gonzales, Therese N	Child Nutrition Worker, Position #1586 Maria West 4.0 hrs./185 days	08/20/2018
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Resignation

Cerrato, Gabriela	Child Nutrition Worker, Position #1834 Elm 5.0 hrs./185 days	06/15/2018
Lopez Jr., Juan	Paraeducator I, Position #7185 McKinna 4.16 hrs./183 days	06/15/2018
Mejia, Marissa	Outreach Specialist, Position #2561 Brekke 8.0 hrs./180 days	06/08/2018
Sims, Elizabeth N	Paraeducator I, Position #7190 Ritchen 4.0 hrs./183 days	06/14/2018

Retirement

Benavides, Leticia	Preschool Assistant (B), Position #945 Rose Ave. 3.0 hrs./183 days	06/14/2018
Bernal, Rosalina	Child Nutrition Worker, Position #1703 McKinna 5.0 hrs./185 days	06/18/2018

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

Dudley, Maggie	Teacher, Math	08/14/2018
Fierros, Wendy	Teacher, BCLAD	08/14/2018
Gandara, Martin	Teacher, BLAD	08/14/2018
Hannan, Christina	Teacher, SPED M/M	08/14/2018
Lane, Brett	Teacher, PE	08/14/2018
Lanning, Rusty	Teacher, PE	08/14/2018
Martinez, Karina	Teacher, BCLAD	08/14/2018
McLain, Kristin	Teacher, SPED V/H	08/14/2018
Newton, Alison	Speech Therapist	08/14/2018
Ponce Villa, Patricia	Teacher, BCLAD	08/14/2018
Ramos, Blanca	Teacher, BCLAD	08/14/2018
Roberts, Jennifer	Teacher, SPED M/M	08/14/2018
Rodriguez Castro, Jocelyn	Teacher, BCLAD	08/14/2018
Schultz, Kelly	Teacher, BCLAD	08/14/2018

Lorenzo-Castaneda, Teri	Substitute Teacher	2017/2018 School Year
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Leave of Absence

Escobar, Brad	Teacher	June 12, 2018
Iverson, Christine	Teacher	2018/2019 school year

Temporarily Contract
Expiring

The following temporary certificated employees' contracts will expire effective the end of the 2017-2018 school year (June 14, 2018)

Anderson, Paula	Casperon, Rathy	McGovern, Patricia
Bleecher, Andrea	Christian, Laura	McLain, Kristin
Boudreaux, Ellen	Hatch, Liza	Nikjoo, Sarah
Bleecher, Andrea	Kirk, Maria	Tiffany, June
Carter, Kaitlin	Komaraju, Avanija	

The following temporary certificated employees' ISP contracts will expire effective the end of the 2017/2018 school year (June 14, 2018)

Aharoni, Bonnie	Haavaldsen, Lynne	Nemets, Susan
Arevalo, Alex	Hatch, Liza	Norton, Katie
Avalos, Valentina	Huynh, Jennifer	Parker Marilynne
Billet, Kathrine	Kasamis, Rosalind	Perfino, David
Brooks, Diana	King, Linda	Railey, Angelica
Calderon, Eva	LaPata, Teresa	Sanchez, Pamela
Christensen, Elsa	Libman, Lawrence	Shapiro, Megan
Davis, Ingrid	Lopez, Marilu	Stevenson, Sandra
Douglas, Melissa	Lynch, Erin	Taylor, Tracye
Earls Mrstik, Cruz	Manny, Karen	Stevenson, Sandra
Flemming, Maristella	McHenry, Candice	Van Daalwyk, Jane
Galdikas-Franz, Aldona	Miyamoto, Karen	Varav, Sally
Gandara Hernandez Martin	Moore, Claudia	Vidal, Catherine
Guerrero, Sandra	Mosby, Jovan	Vinton, Eloise
		Whitney, Charity
		Wooster, Denise

June 20, 2018

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2018/2019

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

<u>Name</u>	<u>Subject</u>
Martha A. Highfill	Music / ESC
Michael Hunt	Math/Frank

Education Code 44258.2 allows the holder of a single subject or standard secondary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

<u>Name</u>	<u>Subject</u>
Suzanne Dempsey	Survey (Art) / Haydock

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/20/18

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

- D. Action Items X
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

APPROVAL OF OXNARD SCHOOL DISTRICT 2018-19 LOCAL CONTROL AND ACCOUNTABILITY PLAN (Freeman)

The Board of Trustees will receive a presentation on the Oxnard School District's Local Control and Accountability Plan (LCAP).

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the Oxnard School District 2018-19 Local Control and Accountability Plan (LCAP) as presented.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/20/18

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

- D. Action Items X
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Cal200 Settle Agreement - 2nd Semester Reporting Period (Freeman)

Oxnard School District, as part of the Cal200 Settlement Agreement, agreed to monitor the following actions/conditions related to providing physical education for a total period of time of not less than 200 minutes each 10 schooldays, exclusive of recesses and the lunch period:

- Class Schedules. Each semester, the school site administrator obtains a schedule from the teacher showing the days, times and duration of scheduled Physical Education instruction.
- Publication of Physical Education Schedules. The class schedules are posted on the school website or in each self-contained classroom. Additionally, the schedules are posted in the school's main office. The posting is up for the entire semester.
- Reporting. On at least a monthly basis, the school site administrator collects a signed Reporting Form (from each teacher grades 1-5). The forms are sent to the Assistant Superintendent, Educational Services via the site administrator with a school-wide compliance review.
- Monitoring. On an ongoing basis (monthly), each school site administrator collects and reviews the Reporting Forms and verifies that all teachers who are required to sign the Reporting Forms have provided the required minutes of Physical Education instruction. Also, included in the monthly monitoring are unannounced visits by site administration to at least two classrooms during the time at which Physical Education is scheduled. The site administrator keeps a copy of the visit and includes in the Principal's Report Register all instances in which Physical Education was not observed, and identifies all corrective measures taken to assure that the appropriate number of instructional minutes of instruction are provided. The Principal sends a copy of the Teacher Reporting Form and Principal's Report to the Assistant Superintendent, Educational Services no later than the 5th of the next month.
- Reports to the Governing Board. Within sixty (60) days of the end of each semester, the Assistant Superintendent, Educational Services shall provide a written report to the District's governing board regarding the District's compliance with the agreement. As soon as practical, but no later

than twenty-one (21) days after Board Review, each District shall file a copy of each such Report with the Court, and serve a copy.

Upon a thorough review of the compliance provisions set forth in the Cal200 settlement, staff has determined the Oxnard School District has satisfied all compliance requirements consistent with the agreement and the California Education Code Section 51201.

All required forms documenting compliance have been submitted to the Assistant Superintendent, Educational Services and are on file at the District Office.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the Oxnard School District's compliance with the Cal200 settlement.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 06/20/2018

- 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 X
 1st Reading _____ 2nd Reading _____

District 1:1 Device Self-Insurance and 2017-18 Loss Information (Freeman/Mitchell)

The Board will receive a presentation relative to the District self-insurance plan for 1:1 devices and information regarding losses for the 2017-18 fiscal year.

FISCAL IMPACT:

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Chief Information Officer that the Board of Trustees approve continuing the District's self-insurance plan for 1:1 devices at the rate of TBD per year per iPad and TBD per year per laptop.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/20/18

- 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 X
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #18-29 – Educational Consulting Services Inc. (Freeman/Ridge)

Educational Consulting Services Inc. will provide the following services:

Academic Attendance Recovery Coordinated (AARC) Program:

- Coordinate with district departments to implement the AARC Program.
- Provide AARC Program information, including CDE reference information.
- Support the District in developing program branding and marketing strategies.
- Meet with sites to onboard the AARC Program.
- Assist in developing curriculum ideas for the elementary and secondary grade levels.
- Identify & notify eligible students.
- Prepare parent/student notification letters.
- Prepare an attendance list of students who will be attending AARC.
- Provide supervision for each AARC session.
- Assist in distributing AARC teacher applications.
- Assist with the AARC school teacher assignments.
- Communicate regularly with school site administrator in charge of AARC sessions and assist with the ongoing coordination of the program
- Provide regularly district administration with student attendance and expenditure data
- Update attendance records
- Provide expense sheets after each AARC session

Term of Agreement: July 1, 2018 through June 30, 2021

FISCAL IMPACT:

Not to Exceed \$144,000.00/yr for a 3 year total of \$432,000.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-29 with Educational Consulting Services Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-29, Educational Consulting Services Inc. (3 Pages)
Certificate of Insurance (1 Page)



CONSULTING SERVICES AGREEMENT

This agreement made and entered into June 20, 2018 by and between the **OXNARD SCHOOL DISTRICT**, hereinafter referred to as the “District” and **EDUCATIONAL CONSULTING SERVICES INC.**, hereinafter referred to as “ECS”.

It is hereby mutually agreed that ECS will provide consulting services to the DISTRICT under the following terms and conditions:

WHEREAS, the District is in need of special services and advice in financial, economic, accounting or administrative matters; and

WHEREAS, ECS is specially trained, experienced, and competent to provide the special services and advice required;

NOW, THEREFORE, the parties hereto agree as follows:

ECS will provide the following services:

Academic Attendance Recovery Coordinated (AARC) Program:

- Coordinate with district departments to implement the AARC Program.
- Provide AARC Program information, including CDE reference information.
- Support the District in developing program branding and marketing strategies.
- Meet with sites to onboard the AARC Program.
- Assist in developing curriculum ideas for the elementary and secondary grade levels.
- Identify & notify eligible students.
- Prepare parent/student notification letters.
- Prepare an attendance list of students who will be attending AARC.
- Provide supervision for each AARC session.
- Assist in distributing AARC teacher applications.
- Assist with the AARC school teacher assignments.
- Communicate regularly with school site administrator in charge of AARC sessions and assist with the ongoing coordination of the program
- Provide district administration with student attendance and expenditure data
- Update attendance records
- Provide expense sheets after each AARC session

1. **Performance Period:** This Agreement shall commence on June 20, 2018 and shall continue in full force and effect until June 30, 2021. Either party may terminate the agreement by providing a 30 day written notice.
2. **Provision of Information:** The District will prepare and furnish to ECS upon request information and documentation that is necessary to the performance of this Agreement which information shall not be unreasonably withheld.



3. **Program Implementation fee:** The District shall pay ECS a one-time implementation fee of \$35,000 to onboard the AARC program in the district. The implementation fee will include any/all district school site implementations.
4. **Recovery Payment:** The District shall pay ECS \$8.00 per student per session for each student that has a recoverable absence and attends the Academic Attendance Recovery Coordinated Program (AARC). For the purposes of payment herein attendance shall be determined at the time roll is taken at each session. ECS shall invoice the District for each session completed.
5. **Continuing Professional Development Training:** ECS shall provide a comprehensive & centralized training session focused on AARC Program training, followed by a site by site planning meeting. The district shall pay ECS a flat \$7,900 each year for Continuing Professional Development Training session services which will cover all participating school sites. ECS shall invoice the district at the beginning of each fiscal year, starting July 1, 2018.
6. **Termination for Convenience:** The District or ECS may terminate this Agreement with a written thirty-day (30) notification from the Superintendent or designee. ECS shall be compensated for work completed up to the date of the receipt of the notice of termination or the date of actual termination, whichever is later.
7. **Extra Work:** If ECS is requested to perform additional services or services outside the scope of the AARC program, ECS will charge the following hourly rate for services outside of the AARC Program:

Principal	\$150.00 per hour
Senior Management Consultant	\$125.00 per hour
Management Consultant	\$100.00 per hour
Senior Clerk	\$ 40.00 per hour
Clerk	\$ 20.00 per hour

8. **Indemnity:** ECS agrees to and shall hold harmless and indemnify the District, its agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever arising out of the services provided by ECS herein except as to those claims, demands, losses, damage and/or expense caused by the negligence and/or actions of those parties not under the direct supervision of ECS and/or its agents and employees.
9. **Severability:** In the event any portion of this Agreement is declared by a court of competent jurisdiction to be illegal or void, then such portion of this Agreement shall be deemed struck and the balance of this Agreement shall remain in force and effect as if the struck portion was never there.
10. **Assignment:** This Agreement is not assignable without written consent of the parties hereto which consent shall not be unreasonably withheld.



- 11. **Withdrawal of Contract:** If this Agreement is not signed and returned within 10 days from receipt, at its option, ECS may rescind the subcontract offer.
- 12. **Legal:** ECS shall comply with all applicable federal, state, and local laws, rules and regulations, and ordinances including worker’s compensation. Should it be necessary for ECS to bring legal action of any type to enforce its rights under this Agreement then the prevailing party in such action shall be entitled to its reasonable attorney fees and costs incurred therein.
- 13. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties hereto and supersedes any prior proposals, understandings, correspondence or agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Educational Consulting Services, Inc.

Oxnard School District

 Signature
 Federal ID Number 33-088505

 Signature

EdLink, Inc. Authorized Servicer/Licensee

 Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2018

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

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

PRODUCER StateFarm BETH BETTGER INSURANCE AGENCY INC 20220 STATE RD CERRITOS CA 90703	CONTACT NAME: LANA PHONE (A/C, No, Ext): 562-496-1000 E-MAIL ADDRESS: LANA@BETHBETTGER.COM FAX (A/C, No): 562-809-9559
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input 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:			92-EK-X518-5 G	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED DOCUMENTS WILL BE SENT FROM STATE FARM CORPORATE

CERTIFICATE HOLDER OXNARD SCHOOL DISTRICT 4051 SOUTH A STREET OXNARD CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE © 1988-2015 ACORD CORPORATION. All rights reserved.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/20/18

- 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** **1st Reading** _____ **2nd Reading** _____

Approval of Agreement #18-04, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2018-2019 (Freeman/Thomas)

The attached contract is an agreement between the City of Oxnard Recreation and Community Services department and Oxnard School District to provide a high quality after school program at each school site in Oxnard School District. The contract outlines the roles of each agency and ensures both organizations are committed to providing quality services in a safe environment for the student population in the Oxnard School District elementary and middle schools. The program will operate every school day and provide extra enrichment, recreation, literacy, math and summer school opportunities. The contract protects the district by requiring insurance, indemnification, personnel disclosure, and child abuse reporting.

FISCAL IMPACT:

Not to exceed \$2,120,000.00 plus reimbursement for ASES funded supplemental grant activities, and "Additional Services" for summer school not to exceed \$105,000.00, and Intersession not to exceed \$200,000.00 to be paid from After School Education and Safety (ASES) Grant and Title 1 Funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-04 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-04, City of Oxnard (76 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-04

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 20th day of June 2018 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties.**”

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on Exhibit A-0, Exhibit A-1, Exhibit A-2 and Exhibit A-3, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2018-2019 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. 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 July 1, 2018 to and including June 30, 2019 (the “**Term**”). This Agreement may be extended only by a written 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-0, Exhibit A-1, and Exhibit A-3 shall be completed during the Term pursuant to the schedule specified Exhibit A-0 (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant renders any Additional Services without District’s prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with Exhibit A-2 during the Term pursuant to the schedule specified in Exhibit A-0. For purposes of this Agreement, the Primary

Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. 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. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

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** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million One Hundred Twenty Thousand Dollars (\$2,120,000.00) and “Additional Services” for summer school not to exceed One Hundred and Five Thousand (\$105,000.00) and Intersession not to exceed Two Hundred Thousand (\$200,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the Funding is modified, the Parties agree to amend the costs accordingly through written amendment.

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) calendar 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) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar 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) work 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. District shall provide written 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 written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, 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, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

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 of the 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 as set forth in paragraph 12 of 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 (3) 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 (3) 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 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) work 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. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. 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, but only to the extent such information is not considered a public record for purposes of federal or state law. 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 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 of its officers or employees, 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 not qualify as a “designated employee”.

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Trustees 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 District. Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant 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.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

_____ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa A. Franz
Phone: (805) 385-1501 x2414
Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
305 W. 3rd St., First Floor West Wing
Oxnard, California 93030
Attention: Terrel Harrison
Phone: (805) 385-7993
Email: Terrel.Harrison@oxnard.org

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) work days after deposit of the same in the custody of the United States Postal Service.

25. **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.

26. **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.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** attached hereto.

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

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

30. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by Consultant and by District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

31. **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.

32. **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.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **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).

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD:

OXNARD SCHOOL DISTRICT:

Tim Flynn, Mayor

Lisa A. Franz, Director, Purchasing

Date

Date

Tax Identification Number: 95-6000756

Tax Identification Number: 95-6002318

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Ingrid Hardy, Cultural & Community Services Director

Terrel Harrison, Community Services Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day or for a minimum of three hours after school dismissal.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education –

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After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for Federal Program Monitoring (FPM) at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
 - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, STEM/STEAM, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of three hours. Trainings will be coordinated by Consultant and District.

1. Professional Development-Math staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
2. Professional Development – Literacy staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
3. Professional Development – Arts/Special Enrichment staff
 - a. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be between two to four hours a session.
 - b. Provide enrichment that meets the goals as stated in the District-After School Education and Safety Program Plan.
4. Professional Development – Engineering is Elementary (EIE)
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.

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- b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Trainings will be three hours.
- 5. Professional Development – Physical Fitness/Recreation Staff
 - a. Participate in monthly trainings as offered by the Consultant.
 - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

- 1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
- 2. Provide a copy of insurance documents, which verify coverage for District.
- 3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
- 4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
- 5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
- 6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

- 1. Staff each school site to meet the 20:1 ratio with the following understanding:
 - a. The site coordinator is to run the daily operations of the program and support staff working directly with students. The site coordinator position is to address the administrative responsibilities of the program. The coordinator taking a group is the exception and not the rule.
 - b. Lead staff are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1 ratio and provide activities they have received at monthly trainings.
 - c. In addition to the site coordinator and lead staff, the city will employ two staff to support the curriculum and activities the leads provide to the students. These two positions will fulfill this role four hours per day. This position is designed to improve the quality of student activities.
 - d. In addition to the site coordinator, lead staff and the two curriculum support staff, the city will hire 10 extra staff to support the school sites with daily operations. These staff are to provide continuity for the students in the program. When all staff are present, they are to support the coordinator. If there is a staff absence, they will be the first to fill in as a substitute. These staff may participate in the professional development and trainings offered by the district.
- 2. Report attendance and activities weekly by Wednesday of each week for the previous week.

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3. Work with District to establish and maintain partnerships with community agencies.
4. Provide student learning and enrichment materials above and beyond materials already purchased by District.
5. Participate in collaboration activities with other participating organizations.
6. Vacate learning areas within each school in the same or better conditions as they were found.
7. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.
8. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
9. Include feedback from the after school administrator and site principal when evaluating employees.
10. Submit a use of facility permit to the Facilities Department at District.
11. Meet weekly with District administrator.
12. Provide documentation of matching funds.
13. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
14. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
15. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.

II. Summer School

- a. Provided over four weeks of the Summer Months.
- b. Provided at four elementary sites.
 - i. Elementary serving 250 students.
- c. Student ratio not to exceed 25:1.
- d. Field trips may take place during the program. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. Intersession

- a. When agreed to in writing, provide Saturday programming at selected school sites.
- b. When agreed to in writing, provide Intersession programming at selected school sites during vacation periods for the school district (i.e.: Winter break or Spring Break).
- c. Student ratio not to exceed 25:1.
- d. Details to be agreed upon in writing.

IV. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.

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- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
 - E. Provide consistent access to the computer lab and library.
 - F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
 - G. Provide daily custodial services.
 - H. Submit required attendance, fiscal and evaluation reports to the State of California.
 - I. Provide office space/station with access to phone, computer, printer and internet access.
 - J. Provide Access to Q.
 - K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
 - L. Perform those actions set forth in Exhibit A-3.
- V. As part of the Services, Consultant will prepare and deliver the following tangible work products to District:
- A. Certificates of insurance and additional insured endorsements for 2017-2018, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
 - B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
 - C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
 - D. Weekly attendance and activity reports.
 - E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
 - F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

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

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Q attendance report and Q Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

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

None.

See attached list. **(To be provided prior to the 1st day of school)**

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

None.

See attached list.

IX. **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.

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EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

1. **Field Trips.** Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. **Parent/Guardian Visits:** To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. **Late Pick Up Policy:** Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. **Reportable Incidents:** If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. **Emergencies/ Disasters:** Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy

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shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify Manager, Special Programs & Services at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant’s Program Coaches

a. Satisfaction of Program staff requirements. Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Pre-participation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

b. Adherence to recommendations. Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

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d. Sign In and Sign Out Sheet. Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student's name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. Off-site Sports Activities. Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of "any involved municipalities or public entities and their respective agents and employees."

3. Concussions

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course "Concussions in Sports" (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide a copy to District.

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student's parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the "Concussion Information Sheet" prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

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c. Coaches – requirements if student may have sustained concussion

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student’s parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student’s suspected head injury, Consultant agrees to enforce the health care provider’s recommendations and restrictions regarding the student’s participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

4. Sudden Cardiac Arrest (“SCA”)

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant’s coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course “Cardiac Wise” (or any updated course), which is available through the CIF website. As proof of training, Consultant’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant’s coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student’s parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District’s prior approval. Consultant may use the SCA information sheet “Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians” prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

c. Coaches – requirements if student faints

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student’s parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider’s recommendations and restrictions regarding the student’s participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District’s request, provide the copies to District.

5. Heat Illness

Consultant agrees to adhere to the following standards regarding heat illness.

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a. Coaches – education about heat illness prevention. Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course “A Guide to Heat Acclimatization and Heat Illness Prevention” (or any updated course), which is available through the CIF website.

b. Preventative Measures. Consultant’s coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

ii. instructing students to stay hydrated in between practices;

iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;

iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;

v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;

vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and

vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA)

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches - preventative measures. Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program

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sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District’s policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

e. Applicability. At District’s discretion, the requirements of this section, or any portion thereof, may be made applicable only to District’s intermediate students (and thereby exempt in whole or part District’s elementary students).

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8. Event Emergency Guidelines

a. Adoption of policy. Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial Review. If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE**

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen)

a. Obligation to Administer Epinephrine; Authorized Individuals

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Consultant Employees and Volunteers

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and

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providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

Exhibit “A(2)(i)”

PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? Yes No If yes, please identify specific allergy below.
 Medicines Pollens Food Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease <input type="checkbox"/> Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION			
Height	Weight	<input type="checkbox"/> Male <input type="checkbox"/> Female	
BP	/	(/)	Pulse Vision R 20/ L 20/ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS	
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperfaxy, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat • Pupils equal • Hearing			
Lymph nodes			
Heart ^a • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)			
Pulses • Simultaneous femoral and radial pulses			
Lungs			
Abdomen			
Genitourinary (males only) ^b			
Skin • HSV, lesions suggestive of MRSA, tinea corporis			
Neurologic ^c			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			
Functional • Duck-walk, single leg hop			

^aConsider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
^bConsider GU exam if in private setting. Having third party present is recommended.
^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- Not cleared
- Pending further evaluation
- For any sports
- For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____
 Address _____ Phone _____
 Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex M F Age _____ Date of birth _____

Cleared for all sports without restriction

Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

Not cleared

Pending further evaluation

For any sports

For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:	
<ul style="list-style-type: none">• Headaches• “Pressure in head”• Nausea or vomiting• Neck pain• Balance problems or dizziness• Blurred, double, or fuzzy vision• Sensitivity to light or noise• Feeling sluggish or slowed down• Feeling foggy or groggy• Drowsiness• Change in sleep patterns	<ul style="list-style-type: none">• Amnesia• “Don’t feel right”• Fatigue or low energy• Sadness• Nervousness or anxiety• Irritability• More emotional• Confusion• Concentration or memory problems (forgetting game plays)• Repeating the same question/comment
Signs observed by teammates, parents and coaches include:	
<ul style="list-style-type: none">• Appears dazed• Vacant facial expression• Confused about assignment• Forgets plays• Is unsure of game, score, or opponent• Moves clumsily or displays incoordination• Answers questions slowly• Slurred speech• Shows behavior or personality changes• Can’t recall events prior to hit• Can’t recall events after hit• Seizures or convulsions• Any change in typical behavior or personality• Loses consciousness	

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child’s coach if you think that your child may have a concussion Remember its better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

Exhibit “A(2)(ii)”

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:	
<ul style="list-style-type: none">• Headaches• “Pressure in head”• Nausea or vomiting• Neck pain• Balance problems or dizziness• Blurred, double, or fuzzy vision• Sensitivity to light or noise• Feeling sluggish or slowed down• Feeling foggy or groggy• Drowsiness• Change in sleep patterns	<ul style="list-style-type: none">• Amnesia• “Don’t feel right”• Fatigue or low energy• Sadness• Nervousness or anxiety• Irritability• More emotional• Confusion• Concentration or memory problems (forgetting game plays)• Repeating the same question/comment
Signs observed by teammates, parents and coaches include:	
<ul style="list-style-type: none">• Appears dazed• Vacant facial expression• Confused about assignment• Forgets plays• Is unsure of game, score, or opponent• Moves clumsily or displays incoordination• Answers questions slowly• Slurred speech• Shows behavior or personality changes• Can’t recall events prior to hit• Can’t recall events after hit• Seizures or convulsions• Any change in typical behavior or personality• Loses consciousness	

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child’s coach if you think that your child may have a concussion Remember its better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

Exhibit “A(2)(iii)”

(INSERT SCHOOL NAME HERE)

Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|---|
| <ul style="list-style-type: none">• Dolor de cabeza• “Presión en la cabeza”• Náusea o vómito• Dolor de cuello• Problemas de equilibrio o mareos• Visión borrosa o visión doble• Sensibilidad a la luz o ruido• Decaído• Adormecido• Mareado• Cambios en los hábitos de dormir | <ul style="list-style-type: none">• Amnesia• “No se siente bien”• Fatiga o energía baja• Tristeza• Nervios o ansiedad• Irritabilidad• Más sensible• Confundido• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)• Repetir la misma pregunta o comentario |
|---|---|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

Y

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²

¹Children's National Medical Center
²University of Pittsburgh Medical Center

Patient Name: _____

DOB: _____ Age: _____

Date: _____ ID/MR# _____

Date of Injury: _____

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

Rest is the key. You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).

_____ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
 - Increased problems paying attention or concentrating
 - Increased problems remembering or learning new information
 - Longer time needed to complete tasks or assignments
 - Greater irritability, less able to cope with stress
 - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

Returning to School (Continued)

Until you (or your child) have fully recovered, the following supports are recommended: *(check all that apply)*

- No return to school. Return on (date) _____
- Return to school with following supports. Review on (date) _____
- Shortened day. Recommend ____ hours per day until (date) _____
- Shortened classes (i.e., rest breaks during classes). Maximum class length: ____ minutes.
- Allow extra time to complete coursework/assignments and tests.
- Lessen homework load by ____%. Maximum length of nightly homework: ____ minutes.
- No significant classroom or standardized testing at this time.
- Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- Take rest breaks during the day as needed.
- Request meeting of 504 or School Management Team to discuss this plan and needed supports.

Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

The following are recommended at the present time:

- Do not return to PE class at this time
- Return to PE class
- Do not return to sports practices/games at this time
- Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
 - Return to play should occur in **gradual steps** beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
 - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

This referral plan is based on today's evaluation:

- Return to this office. Date/Time _____
- Refer to: Neurosurgery ____ Neurology ____ Sports Medicine ____ Psychiatrist ____ Other ____
- Refer for neuropsychological testing
- Other _____

ACE Care Plan Completed by: _____

Exhibit “A(2)(v)”

Keep Their Heart in the Game

A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

FAINTING
is the
#1 SYMPTOM
OF A HEART CONDITION

What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.
Gasping, gurgling, snorting, moaning or labored breathing noises.
Seizure-like activity.

Early Access to 9-1-1



Confirm unresponsiveness.
Call 9-1-1 and follow emergency dispatcher's instructions.
Call any on-site Emergency Responders.

Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

Keep Their Heart in the Game

Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

Potential Indicators That SCA May Occur

- Fainting or seizure, especially during or right after exercise
- Fainting repeatedly or with excitement or startle
- Excessive shortness of breath during exercise
- Racing or fluttering heart palpitations or irregular heartbeat
- Repeated dizziness or lightheadedness
- Chest pain or discomfort with exercise
- Excessive, unexpected fatigue during or after exercise

Factors That Increase the Risk of SCA

- Family history of known heart abnormalities or sudden death before age 50
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- Known structural heart abnormality, repaired or unrepaired
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation
<http://www.epsavealife.org>

CardiacWise (20-minute training video)
<http://www.sportsafetyinternational.org>



Exhibit “A(2)(vi)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Coaches, Athletic Directors and Administrators*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.

- **Unusual or increasing pain and/or warmth**
- **The presence of pus or a pustule**
- **Induration (hardness)**
- **Increasing swelling, size or redness of the wound**
- **Red streaks around the wound**
- **Fever and/or chills (flu-like symptoms)**



**If you have any of these signs
or symptoms, seek medical
attention immediately.**

Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

- **Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.**
- **Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



For more information go to www.cifstate.org and click on the “Health and Safety” box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
Wrestling Room and Mats			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
Weight Room			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel (\geq 60% alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			

Locker Rooms/Shower Rooms			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<p><i>Notes:</i></p>			

Exhibit “A(2)(vii)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Student-Athletes, Coaches and Parents*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

If you have any of these signs or symptoms, seek medical attention immediately.



Preventing MRSA

Here are some precautions for preventing the spread of MRSA

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



For more information go to www.cifstate.org and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.1)

Our School Policy:

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

**PLEASE COMPLETE THIS FORM AND RETURN TO _____
NO LATER THAN _____**

Print Name of Student-Athlete:

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the _____ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Signature of Student-Athlete named above

Date signed

Print or type name of Parent/Guardian/Caregiver signing below

Relationship to student

Signature of Parent/Guardian/Caregiver

Date signed

Exhibit “A(2)(ix)”

EVENT EMERGENCY GUIDELINES

**CALIFORNIA INTERSCHOLASTIC
FEDERATION**

MARCH, 2013

Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

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GENERAL REMINDERS

WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS

GENERAL CONSIDERATIONS: Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

A. RESPONSIBILITIES OF HOME TEAM

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

B. GUIDELINES FOR VISITING TEAMS

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

C. GUIDELINES FOR BOTH TEAMS

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

PART II: SPECIFIC THREATS

A. INJURIES AND MEDICAL EMERGENCIES

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

B. FIRE

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

C. EARTHQUAKE:

(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

B. Outside Event: DROP AND COVER AND STAY OUTSIDE

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

C. Traveling to a School Event: STOP SAFELY

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

D. SEVERE WEATHER

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY

GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.

A. Outside Event

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

B. Inside a Building

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

C. Fight Option

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

B. Observed Weapon On The Premises

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

G. SUSPICIOUS BEHAVIOR

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

H. CHILD ABUSE

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.
(Remember: All information about children and families is **confidential**)

Definitions Of Child Abuse:

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

I. PERSONNEL HARASSMENT

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

J. POWER OUTAGE

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

K. MISSING CHILD

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
 - Does s/he know how to ride the bus?
 - Does s/he have any money?
 - Are there any places in the area that the child is familiar with such as a playground or picnic area?
 - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

L. ABDUCTION

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

N. SEXUAL HARASSMENT

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
 - What did the person say?
 - What did the person do that made you feel uncomfortable?

- When did this happen?
 - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
 4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
 5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

O. SEXUAL ASSAULT

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being take to care for the injured person and to protect others.

Note: For Sexual Assaults:

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

P. TACTICAL SITUATION

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

Q. BOMB THREATS

ALL BOMB THREATS MUST BE TAKEN SERIOUSLY

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
 - **WHEN** will the device explode?
 - **WHERE** is the device?
 - **WHAT** kind of device is it?
 - **WHAT** does it look like?
 - **WHY** did you place the device?
 - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
 - Time of call
 - Exact words of caller
 - Male or female sounding voice
 - Is there a detectable accent
 - Voice tone, pitch, meter
 - Speech skills, inflections
 - Is the voice familiar
 - Background noise
 - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
 - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
 - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
 - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

For Those Individuals Aware Of The Bomb Threat:

DO NOT PANIC. Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-04

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Dollars One Hundred Twenty Thousand Dollars (\$2,120,000.00) and “Additional Services” for summer school not to exceed One Hundred and Five Thousand (\$105,000.00) and Intersession not to exceed Two Hundred Thousand (\$200,000.00) payable through reimbursement as outlined in Exhibit A-0.

- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.

- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Monthly expenditure report by school.
 - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. Line items for all supplies properly charged to the Services.
 - E. Line items for all travel properly charged to the Services.
 - F. Line items for all equipment properly charged to the Services.
 - G. Line items for all materials properly charged to the Services.
 - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-04

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) in the 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:

- a. owned, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. 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:

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 Agreement, certificates of insurance or evidence of self-insurance coverage necessary to satisfy District that the insurance provisions of this Agreement 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 #18-04

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-04

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 20, 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 _____ X
- SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Consideration and Approval of Resolution # 17-46 of the Board of Trustees of the Oxnard School District Approving the Final Architectural Drawings for the Rose Avenue Elementary School Reconstruction Project of the Master Construct and Implementation Program and Authorizing the District to Submit the Drawings to the Division of the State Architect and the California Department of Education for Administrative Review (Penanhoat/Fateh/CFW)

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The District’s 2012 Facilities Master Plan (FMP) assessed Rose Avenue Elementary as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment. The construction of a new media center was also recommended. This finding was recognized by the 2016 Master Construct Program, as well as the Master Construct and Implementation Program adopted by the Board in January 2017, which instead directs the construction of a new facility based on the Board’s adopted specifications.

At the June 21, 2017 Board meeting, the Board of Trustees approved Agreement #17-49 approving an architectural services contract between IBI Group and the District for the Rose Avenue Elementary School Reconstruction Project (hereafter “Project”).

The selection of IBI Group followed a competitive proposal process and a project planning study that included an analysis of options to accommodate the construction of the Rose Avenue site as contemplated in the District’s Master Construct and Implementation Program.

The new school will be designed as a 750-student capacity K-5 school by State loading standards, and includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The new school will be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. The new facility may be accessed from a new parking and drop-off provided along La Puerta Avenue. Once completed, the older structures are to be demolished and replaced with new playgrounds, hard courts, and play fields.

Architectural design work was launched immediately following Board approval, and has been guided through production of schematic drawings, design development, and construction documents. IBI Group has now presented the final architectural plans for the Project. The final design is consistent with District Standards and meets the project goals and objectives, as well as those of the Master Construct and Implementation Program. District staff have reviewed the plans and recommend Board approval.

The attached resolution #17-46 reflects the intent and desire of the Board of Trustees of the Oxnard School District to submit the final architectural drawings and specifications produced by IBI Group for the Rose Avenue Elementary School Reconstruction Project and any forms or documents required to complete the regulatory review and approval process for both the Division of the State Architect and the California Department of Education.

FISCAL IMPACT

There is no fiscal impact related to the approval of IBI Group's final architectural drawings.

The Rose Avenue Elementary School Reconstruction Project is being funded from the Master Construct and Implementation Program funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve the Architectural Drawings for the Rose Avenue Elementary School Reconstruction Project and direct that the plans be submitted to the Division of the State Architect and the California Department of Education for approval.

ADDITIONAL MATERIAL

Attached: Resolution #17-46 Approving the Final Architectural Drawings for the Rose Avenue Elementary School Reconstruction Project and Authorizing the District to Submit the drawings to the Division of the State Architect for Review (2 pages)

RESOLUTION NO. 17-46

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT APPROVING THE FINAL ARCHITECTURAL DRAWINGS FOR THE ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION PROJECT AND AUTHORIZING THE DISTRICT TO SUBMIT THE DRAWINGS TO THE DIVISION OF THE STATE ARCHITECT FOR REVIEW

WHEREAS, the Board of Trustees (“Board”) approved Architectural Services Agreement #17-49 authorizing an architectural services contract between IBI Group and the District for the Rose Avenue Elementary School Reconstruction Project; and

WHEREAS, IBI Group has delivered a final set of architectural drawings for the Rose Avenue Elementary School Reconstruction Project in accordance with its obligations under Contract #17-49; and

WHEREAS, the District staff have reviewed the final architectural plans for the school site, submit that they meet the goals and objectives of the District’s Master Construct and Implementation Program and the educational vision and mission of the District and recommend approval by the Board of Trustees; and

WHEREAS, the Board desires to move forward with the conclusion of the design process and commence with the construction of the Rose Avenue Elementary School Reconstruction Project;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

BE IT RESOLVED that the Board approves the final architectural drawings prepared by IBI Group for the Rose Avenue Elementary School Reconstruction Project; and

BE IT FURTHER RESOLVED that the Board authorizes the District, in consultation with Caldwell Flores Winters, Inc., to submit the final architectural drawings to the Division of the State Architect (“DSA”) for regulatory review and approval, along with any forms or documents required to complete the DSA approval process; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District’s Superintendent or his designee is authorized to take such further actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

The foregoing Resolution was adopted by the following vote of the Board of Trustees of the Oxnard School District, at a regular meeting thereof duly called and held on June 20, 2018:

BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT:

By _____
President

ATTEST:

Clerk, Governing Board
Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I, Ernie “Mo” Morrison, do hereby certify that the foregoing Resolution was duly adopted by the Board of Trustees of the Oxnard School District at a regular meeting thereof held on the 20th day of June, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Clerk, Governing Board
Oxnard School District

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____ X

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

ADOPTION OF OXNARD SCHOOL DISTRICT 2018-19 BUDGET (Penanhoat/Crandall Plasencia)

Subsequent to the public hearing held at the June 6, 2018 Board meeting, the Administration recommends that the Board of Trustees adopt the Oxnard School District Budget for the 2018-19 fiscal year.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget for the 2018-19 fiscal year.

ADDITIONAL MATERIAL

Attached: Oxnard School District 2018-19 Adopted Budget (176 pages)

2018-19 Adopted Budget



Board Meeting of
June 20, 2018

(Includes Estimated 2017-18 Financial Data)

Prepared by:
Janet Penanhoat, Assistant Superintendent,
Business & Fiscal Services
and
Mary Crandall Plasencia, Director of Finance

Mission:

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

Vision:

Empowering all children to achieve excellence

OXNARD SCHOOL DISTRICT
Single Budget Adoption (July 1) 2018-19

June 20, 2018

Members of the Board of Trustees
Citizens and Administration of the District

Ladies and Gentlemen:

The Oxnard School District utilizes the Single Budget Adoption process. The following documents and forms are those prescribed by the State of California, which display not only the 2018-19 budget but also the 2017-18 estimates of final revenues and expenditures.

Under the Single Budget Adoption process, the actual revenues and expenditures for 2017-18 will be presented to the Board as soon as the books are closed (scheduled for September 2018). Additionally, within 45 days of the Governor signing the 2018-19 Budget Act, a revised summary of its impact on the District's adopted budget must be provided to the Board.

GENERAL FUND

2018-19 REVENUES

1. ADA (Average Daily Attendance) - The ADA used for 2018-19 is based on enrollment projections and prior year trends. Although the District has experienced approximately a 1% decline per year in enrollment over the past two years, it is anticipated to level off and projections are reflecting flat enrollment for the 2018-19 fiscal year.
2. Local Control Funding Formula – LCFF Gap Funding has been fully implemented as of 2018-19, and has been augmented by LCFF COLA of 3%. Worksheets showing the LCFF calculations are included in this report.
3. Lottery Revenues- Lottery funds are projected at the same level as 2017-18, at \$146/ADA for Unrestricted, and \$48/ADA for the Prop. 20 Restricted Lottery.
4. One-Time Funding- An additional \$344/ADA one-time discretionary funding has been awarded and reflected in the 2018-19 budget.
5. Cost of Living Adjustment – An increase of 2.71% has been added to selected categorical programs, including the Mandated Block Grant funding.

EXPENDITURES FOR 2018-19

1. Certificated and Classified Salaries - Step and column increases have been added to the budget.
2. Retiree Benefits – No increase to the rates has been budgeted.
3. Worker's Compensation Premiums – rates have dropped slightly.
4. State Unemployment Insurance – rates remain the same at .05%.
6. One-time Categorical and Restricted - Expenses in 2017-18 not expected to be repeated in 2018-19 have been removed from the expenditure projections.
7. Budget Adjustments – The 2018-19 Adopted Budget is built on the assumption that expenditures, in any object, may not exceed their budgeted amounts without Board approval. Adjustments may be made throughout the year to insure budgetary compliance.

The 2018-19 Budget also includes expenditures for all actions supported in the District's Local Control Accountability Plan (LCAP).

OTHER FUNDS

Building Fund (Form 21) - The 2012 G.O. Bonds (Measure R) and the 2016 G.O. Bond (Measure D) project expenditures are included as reflected in the Board-Approved Master Construct and Implementation Plan.

Child Development Fund (Form 12) - Used for the State Preschool Programs at Drifill, Harrington, McKinna, Ritchen, Rose Avenue, San Miguel, and Sierra Linda Schools.

Cafeteria Account (Form 13) – Used for Child Nutrition Services operations.

Capital Facilities Funds/Consolidated (Form 25)

Developer Fees - Revenues in this fund are dependent on residential and commercial development in the Community. Expenditures include the Brekke COP payment and related professional services. Restricted are the other tax revenues collected on the Redevelopment Agency.

County School Facilities Fund (Form 35) - This fund is used to receive State Bond apportionments from the State School Facilities Fund for new school facility construction and modernization projects authorized by the State Allocation Board.

Bond Interest and Redemption Funds (Form 51) - Maintained by the Ventura County Office of Education for Bond debt service for the 1988, 1997, 2012 and 2016 general obligation bonds.

Retiree Benefits Fund (Form 71) – A Retiree Trust Fund to provide for the cost of retiree benefits across all programs and funds was established in 2004. This fund collects pay-as-you-go revenues from the general fund for the purpose of paying future retiree benefits. Payment for the contribution for retiree's benefits to the Gold Coast Health Benefits Trust and SISC are made from this fund.

RESERVES

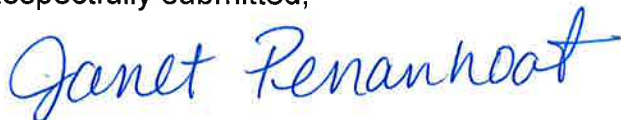
The need for reserves in excess of the minimum reserve for economic uncertainty remains critical. The state-required reserve of 3% for economic uncertainty represents only a couple weeks of payroll for Oxnard School District. It is recommended that reserves be, at a minimum, equal to two months of average general fund operating expenditures, or about 17%. A prudent reserve affords the Board time to thoughtfully identify and implement budget adjustments over time. Inadequate reserves will force the District to react quickly, which could cause significant disruptions to student programs and employees.

PRELIMINARY BUDGETS FOR 2019-20 AND 2020-21

District staff is monitoring enrollment and are projecting it to be relatively flat for the upcoming years. Expenditure increases have been calculated at a 2% level. Step and column increases and PERS & STRS increases have been included. Special Ed needs continue to put a strain on the budget.

This budget has been prepared based on the best information at hand at the time of this report with the guidance from several sources and based on the Governor's May Revision. As new information is presented the budget will be updated to reflect any impact. The 2017-18 estimates will not be finalized until late August and the 2018-19 Revenues and Expenditures may change once a Budget Act is signed by the Governor.

Respectfully submitted,



Janet Penanhoat

Assistant Superintendent, Business & Fiscal Services

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ANNUAL BUDGET REPORT:
July 1, 2018 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: Oxnard School District
Date: June 06, 2018

Place: Oxnard School District
Date: June 20, 2018
Time: 07:00 PM

Adoption Date: _____

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Mary Crandall Plasencia

Telephone: 805-385-1501 x2455

Title: Director of Finance

E-mail: mcrandallplasencia@oxnardsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2017-18) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?		X
		• If yes, are benefits funded by pay-as-you-go?	X	
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?		X
		• Approval date for adoption of the LCAP or approval of an update to the LCAP:		Jun 20, 2018
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services, and Expenditures?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ _____
Less: Amount of total liabilities reserved in budget:	\$ _____
Estimated accrued but unfunded liabilities:	\$ _____ 0.00

This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 20, 2018

For additional information on this certification, please contact:

Name: Ms. Norma Magana

Title: Risk Manager

Telephone: 805-385-1501 x2443

E-mail: nmagana@oxnardsd.org

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2017-18 Estimated Actuals	2018-19 Budget
01	General Fund/County School Service Fund	GS	GS
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund		G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	G
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
76A	Changes in Assets and Liabilities (Warrant/Pass-Through)		
95A	Changes in Assets and Liabilities (Student Body)		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	G	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		G
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities		
ESMOE	Every Student Succeeds Act Maintenance of Effort	G	
ICR	Indirect Cost Rate Worksheet	G	
L	Lottery Report	G	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2017-18 Estimated Actuals	2018-19 Budget
MYP	Multiyear Projections - General Fund		GS
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

Assumptions for the 2018-19 Budget Development

During the months of May and June each year, the District finalizes its budget for the coming year. In order to project the budget, a series of assumptions about the conditions of the District must be determined. These assumptions are then inserted into state and District formulas in order to determine the final budget for the next year.

The accuracy of the District's budget projection for the next year is only as good as the assumptions that are used in developing the budget. If the assumptions are wrong, so too will be the budget. As a consequence, the assumptions—at least the primary ones—have to be carefully considered in evaluating the accuracy of next year's income and expense. Often, the assumptions for budget development are revised several times during a fiscal year.

Since it is impossible to accurately predict all of the assumptions that are needed in budget development, Oxnard School District updates its budget—and the assumptions—three times after the original budget is adopted. The assumptions are updated with a revision that occurs within 45 days after the adoption of the State Budget and with two interim reports that are delivered to the Board of Trustees in January and March of each fiscal year.

Financial Assumptions for 2018-19 Budget Development

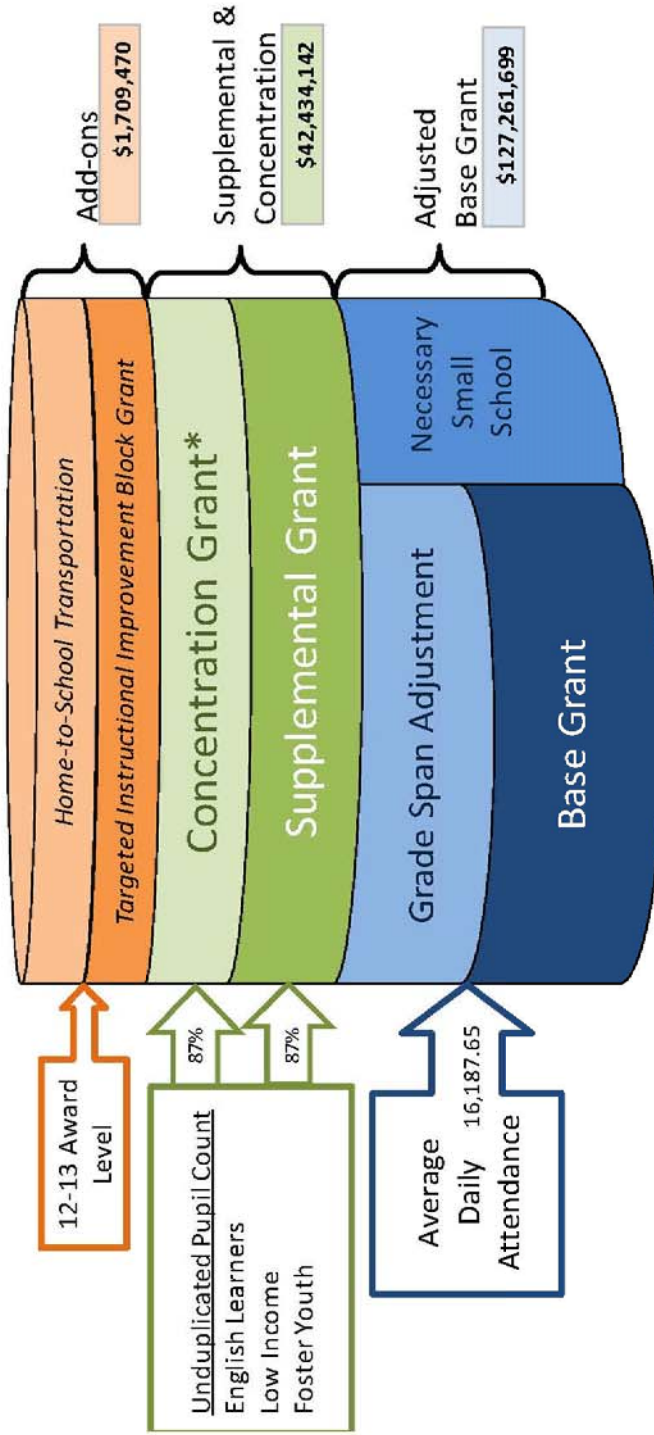
	%	Total
ADA percentage change over prior year	0.0	
LCFF Gap Funding by percentage and dollars	100%	\$4,549,625
District's estimated Unrestricted Beginning Balance		\$15,973,424
Certificated and Classified increases due to the step and column movement	1.50%	\$1,634,557
STRS percentage change over prior year	1.85%	\$1,280,669
PERS percentage change over prior year	2.53%	\$489,067

The District's budget projection is only as good as the assumptions that are used in developing the District's revenues and expenses

Components of LCFF Target Entitlement

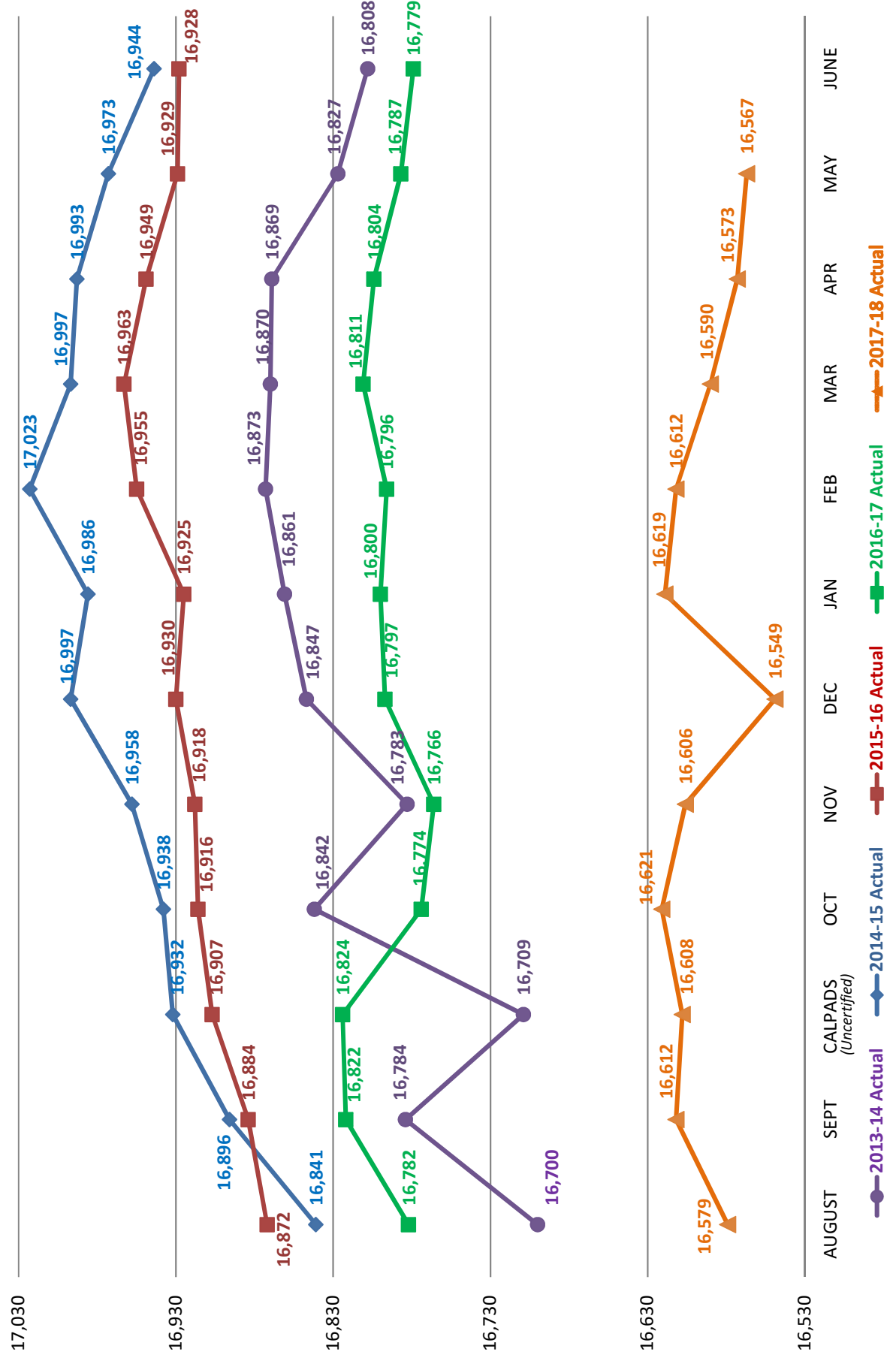
	2018-19
Base Grant / Necessary Small School	\$ 121,721,910 16,187.65 ADA
Grade Span Adjustment	\$ 5,539,789
Supplemental Grant	\$ 22,123,174 87%
Concentration Grant	\$ 20,310,968 87%
Add-ons (TIIBG & Transportation)	\$ 1,709,470
Total	\$ 171,405,311

TOTAL TARGET LCFF: \$171,405,311



*Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

Oxnard School District Enrollment History 2013-14 through 2017-18 Actuals



Description	2017-18 Estimated Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	15,983.76	15,983.76	15,983.76	15,983.76	15,983.76	15,983.76
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.00
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0.00
4. Total, District Regular ADA (Sum of Lines A1 through A3)	15,983.76	15,983.76	15,983.76	15,983.76	15,983.76	15,983.76
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.00
b. Special Education-Special Day Class	54.06	54.06	54.06	54.06	54.06	54.06
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.00
d. Special Education Extended Year	4.65	4.65	4.65	4.65	4.65	4.65
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.00
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.00
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	58.71	58.71	58.71	58.71	58.71	58.71
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	16,042.47	16,042.47	16,042.47	16,042.47	16,042.47	16,042.47
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0.00
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2017-18 Estimated Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.00
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.00
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.00
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.00
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.00
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.00
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.00
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.00
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0.00
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0.00
5. County Operations Grant ADA	0.00	0.00	0.00	0.00	0.00	0.00
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2017-18 Estimated Actuals			2018-19 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0.00
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.00
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.00
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.00
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.00
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.00
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.00
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.00
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.00
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA	0.00	0.00	0.00	0.00	0.00	0.00
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils	0.00	0.00	0.00	0.00	0.00	0.00
b. Juvenile Halls, Homes, and Camps	0.00	0.00	0.00	0.00	0.00	0.00
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]	0.00	0.00	0.00	0.00	0.00	0.00
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0.00
b. Special Education-Special Day Class	0.00	0.00	0.00	0.00	0.00	0.00
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0.00
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0.00
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0.00
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported In Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

LCFF Calculator Universal Assumptions
 Oxnard (72538) - 2018-19 Adopted Budget

LEA: **Oxnard**
 District

72538 5 digit District code or 7 digit School code (from the CDS code)
 Yes Did the CDS code exist in 2012-13? (for calculation of EPA only)
2013-14 First LCFF certification year (clears prior years on the Calculator tab)

Projection Title: **2018-19 Adopted Budget**

Projection Date:

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
Annual COLA <i>(prefilled as calculated by the Department of Finance, DOF)</i>	1.56%	3.00%	2.57%	2.67%	
LCFF Gap Closed Percentage <i>(prefilled as calculated by the Department of Finance, DOF)</i>	45.17%	100.00%	100.00%	100.00%	
Statewide 90th percentile rate <i>(used in Economic Recovery Target, ERT, calculation only)</i>	---	---	---	---	---
EPA Entitlement as % of statewide adjusted Revenue Limit	24.0000%	24.0000%	24.0000%	24.0000%	

PER ADA FUNDING LEVELS (calculated at TARGET)

Base Grants

Grades TK-3	\$ 7,193	\$ 7,409	\$ 7,599	\$ 7,802	\$ 7,802
Grades 4-6	\$ 7,301	\$ 7,520	\$ 7,713	\$ 7,919	\$ 7,919
Grades 7-8	\$ 7,518	\$ 7,744	\$ 7,943	\$ 8,155	\$ 8,155
Grades 9-12	\$ 8,712	\$ 8,973	\$ 9,204	\$ 9,450	\$ 9,450

Grade Span Adjustment

Grades TK-3	\$ 748	\$ 771	\$ 790	\$ 811	\$ 811
Grades 9-12	\$ 227	\$ 233	\$ 239	\$ 246	\$ 246

Necessary Small School Selection (if applicable)

NSS #1	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #2	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #3	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #4	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #5	LCFF	LCFF	LCFF	LCFF	LCFF

LCFF Calculator Universal Assumptions
Oxnard (72538) - 2018-19 Adopted Budget

LEA: **Oxnard** 72538 5 digit District code or 7 digit School code (from the CDS code)
District: 2013-14 **Yes** Did the CDS code exist in 2012-13? (for calculation of EPA only)
2013-14 First LCFF certification year (clears prior years on the Calculator tab)

Projection Title: 2018-19 Adopted Budget **Projection Date:**

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
Supplemental Grant	20.00%	20.00%	20.00%	20.00%	20.00%
Maximum - 1.00 ADA, 100% UPP					
Grades TK-3	\$ 1,588	\$ 1,636	\$ 1,678	\$ 1,723	\$ 1,723
Grades 4-6	\$ 1,460	\$ 1,504	\$ 1,543	\$ 1,584	\$ 1,584
Grades 7-8	\$ 1,504	\$ 1,549	\$ 1,589	\$ 1,631	\$ 1,631
Grades 9-12	\$ 1,788	\$ 1,841	\$ 1,889	\$ 1,939	\$ 1,939
Actual - 1.00 ADA, Local UPP as follows:	87.82%	86.92%	86.85%	86.49%	86.65%
Grades TK-3	\$ 1,395	\$ 1,422	\$ 1,457	\$ 1,490	\$ 1,493
Grades 4-6	\$ 1,282	\$ 1,307	\$ 1,340	\$ 1,370	\$ 1,372
Grades 7-8	\$ 1,320	\$ 1,346	\$ 1,380	\$ 1,411	\$ 1,413
Grades 9-12	\$ 1,570	\$ 1,600	\$ 1,640	\$ 1,677	\$ 1,680
Concentration Grant (>55% population)	50.00%	50.00%	50.00%	50.00%	50.00%
Maximum - 1.00 ADA, 100% UPP					
Grades TK-3	\$ 3,971	\$ 4,090	\$ 4,195	\$ 4,307	\$ 4,307
Grades 4-6	\$ 3,651	\$ 3,760	\$ 3,857	\$ 3,960	\$ 3,960
Grades 7-8	\$ 3,759	\$ 3,872	\$ 3,972	\$ 4,078	\$ 4,078
Grades 9-12	\$ 4,470	\$ 4,603	\$ 4,722	\$ 4,848	\$ 4,848
Actual - 1.00 ADA, Local UPP >55% as follows:	32.8200%	31.9200%	31.8500%	31.4900%	31.6500%
Grades TK-3	\$ 1,303	\$ 1,306	\$ 1,336	\$ 1,356	\$ 1,363
Grades 4-6	\$ 1,198	\$ 1,200	\$ 1,228	\$ 1,247	\$ 1,253
Grades 7-8	\$ 1,234	\$ 1,236	\$ 1,265	\$ 1,284	\$ 1,291
Grades 9-12	\$ 1,467	\$ 1,469	\$ 1,504	\$ 1,527	\$ 1,534

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LCFF Calculator Universal Assumptions
Oxnard (72538) - 2018-19 Adopted Budget

LEA: Oxnard
District

Projection Title:	2018-19 Adopted Budget	05/14/18
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2022-23

Annual COLA <i>(prefilled as calculated by the Department of Finance, DOF)</i>	
LCFF Gap Closed Percentage <i>(prefilled as calculated by the Department of Finance, DOF)</i>	
Statewide 90th percentile rate <i>(used in Economic Recovery Target, ERT, calculation only)</i>	---
EPA Entitlement as % of statewide adjusted Revenue Limit	

PER ADA FUNDING LEVELS (calculated at TARGET)

Base Grants

Grades TK-3	\$	7,802
Grades 4-6	\$	7,919
Grades 7-8	\$	8,155
Grades 9-12	\$	9,450

Grade Span Adjustment

Grades TK-3	\$	811
Grades 9-12	\$	246

Necessary Small School Selection (if applicable)

NSS #1	LCFF
NSS #2	LCFF
NSS #3	LCFF
NSS #4	LCFF
NSS #5	LCFF

LCFF Calculator Universal Assumptions
Oxnard (72538) - 2018-19 Adopted Budget

LEA: Oxnard
District

Projection Title:	2018-19 Adopted Budget	05/14/18
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2022-23

Supplemental Grant 20.00%

Maximum - 1.00 ADA, 100% UPP

Grades TK-3	\$	1,723
Grades 4-6	\$	1,584
Grades 7-8	\$	1,631
Grades 9-12	\$	1,939

Actual - 1.00 ADA, Local UPP as follows:

86.65%

Grades TK-3	\$	1,493
Grades 4-6	\$	1,372
Grades 7-8	\$	1,413
Grades 9-12	\$	1,680

Concentration Grant (>55% population) 50.00%

Maximum - 1.00 ADA, 100% UPP

Grades TK-3	\$	4,307
Grades 4-6	\$	3,960
Grades 7-8	\$	4,078
Grades 9-12	\$	4,848

Actual - 1.00 ADA, Local UPP >55% as follows:

31.6500%

Grades TK-3	\$	1,363
Grades 4-6	\$	1,253
Grades 7-8	\$	1,291
Grades 9-12	\$	1,534

Oxnard (72538) - 2018-19 Adopted Budget						
LOCAL CONTROL FUNDING FORMULA						2017-18
CALCULATE LCFF TARGET						
Unduplicated as % of Enrollment	3 yr average			87.82%	COLA 1.560% 87.82%	2017-18
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	7,313.10	7,193	748	1,395	1,303	77,803,159
Grades 4-6	5,509.89	7,301		1,282	1,198	53,894,668
Grades 7-8	3,405.02	7,518		1,320	1,234	34,295,924
Grades 9-12	-	8,712	227	1,570	1,467	-
Subtract NSS	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-
TOTAL BASE	<u>16,228.01</u>	<u>118,429,775</u>	<u>5,470,199</u>	<u>21,761,791</u>	<u>20,331,986</u>	165,993,751
Targeted Instructional Improvement Block Grant						500,077
Home-to-School Transportation						1,209,393
Small School District Bus Replacement Program						-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET						<u>167,703,221</u>
Funded Based on Target Formula (based on prior year P-2 certification)						FALSE
ECONOMIC RECOVERY TARGET PAYMENT						5/8 -
CALCULATE LCFF FLOOR						
				12-13 Rate	17-18 ADA	
Current year Funded ADA times Base per ADA				5,035.32	16,228.01	81,713,223
Current year Funded ADA times Other RL per ADA				46.45	16,228.01	753,791
Necessary Small School Allowance at 12-13 rates						-
2012-13 Categoricals						17,222,074
Floor Adjustments						-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA				-	-	-
Less Fair Share Reduction				-	-	-
Non-CDE certified New Charter: District PY rate * CY ADA				-	-	-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA				\$ 3,551.91	16,228.01	<u>57,640,431</u>
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR						<u>157,329,519</u>

Oxnard (72538) - 2018-19 Adopted Budget			
LOCAL CONTROL FUNDING FORMULA		2017-18	
CALCULATE LCFF PHASE-IN ENTITLEMENT			
			2017-18
LOCAL CONTROL FUNDING FORMULA TARGET			167,703,221
LOCAL CONTROL FUNDING FORMULA FLOOR			157,329,519
LCFF Need (LCFF Target less LCFF Floor, if positive)			10,373,702
Current Year Gap Funding		45.17%	4,685,801
ECONOMIC RECOVERY PAYMENT			-
Miscellaneous Adjustments			-
LCFF Entitlement before Minimum State Aid provision			162,015,320
CALCULATE STATE AID			
Transition Entitlement			162,015,320
Local Revenue (including RDA)			(22,353,829)
Gross State Aid			139,661,491
CALCULATE MINIMUM STATE AID			
	12-13 Rate	17-18 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA	5,081.77	16,228.01	82,467,014
2012-13 NSS Allowance (deficit)			-
Minimum State Aid Adjustments			-
Less Current Year Property Taxes/In Lieu			(22,353,829)
Subtotal State Aid for Historical RL/Charter General BG			60,113,185
Categorical funding from 2012-13			17,222,074
Charter Categorical Block Grant adjusted for ADA			-
Minimum State Aid Guarantee			77,335,259
CHARTER SCHOOL MINIMUM STATE AID OFFSET			
Local Control Funding Formula Floor plus Funded Gap			-
Minimum State Aid plus Property Taxes including RDA			-
Offset			-
Minimum State Aid Prior to Offset			-
Total Minimum State Aid with Offset			-
TOTAL STATE AID			139,661,491
Additional State Aid (Additional SA)			
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)			162,015,320
CHANGE OVER PRIOR YEAR	1.87%	2,969,937	
LCFF Entitlement PER ADA			9,984
PER ADA CHANGE OVER PRIOR YEAR	3.12%	302	
BASIC AID STATUS (school districts only)			Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES			
		Increase	2017-18
State Aid	3.68%	4,954,790	139,661,491
Property Taxes net of in-lieu	-8.16%	(1,984,853)	22,353,829
Charter in-Lieu Taxes	0.00%	-	-
LCFF pre COE, Choice, Supp	1.87%	2,969,937	162,015,320

Oxnard (72538) - 2018-19 Adopted Budget		43234		v19.1a		
LOCAL CONTROL FUNDING FORMULA				2018-19		
CALCULATE LCFF TARGET				COLA	3.000%	
Unduplicated as % of Enrollment	3 yr average		86.92%	86.92%	2018-19	
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	7,185.20	7,409	771	1,422	1,306	78,372,851
Grades 4-6	5,483.08	7,520		1,307	1,200	54,981,414
Grades 7-8	3,519.37	7,744		1,346	1,236	36,341,575
Grades 9-12	-	8,973	233	1,600	1,469	-
Subtract NSS	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-
TOTAL BASE	16,187.65	121,721,910	5,539,789	22,123,174	20,310,968	169,695,841
Targeted Instructional Improvement Block Grant						500,077
Home-to-School Transportation						1,209,393
Small School District Bus Replacement Program						-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET						171,405,311
Funded Based on Target Formula (based on prior year P-2 certification)						FALSE
ECONOMIC RECOVERY TARGET PAYMENT				3/4	-	
CALCULATE LCFF FLOOR				12-13	18-19	
				Rate	ADA	
Current year Funded ADA times Base per ADA				5,035.32	16,187.65	81,509,998
Current year Funded ADA times Other RL per ADA				46.45	16,187.65	751,916
Necessary Small School Allowance at 12-13 rates						-
2012-13 Categoricals						17,222,074
Floor Adjustments						-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA				-	-	-
Less Fair Share Reduction						-
Non-CDE certified New Charter: District PY rate * CY ADA						-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA				\$ 3,840.66	16,187.65	62,171,260
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR						161,655,248

Oxnard (72538) - 2018-19 Adopted Budget		43234	v19.1a
LOCAL CONTROL FUNDING FORMULA		2018-19	
CALCULATE LCFF PHASE-IN ENTITLEMENT			
			2018-19
LOCAL CONTROL FUNDING FORMULA TARGET			171,405,311
LOCAL CONTROL FUNDING FORMULA FLOOR			161,655,248
LCFF Need (LCFF Target less LCFF Floor, if positive)			9,750,063
Current Year Gap Funding		100.00%	9,750,063
ECONOMIC RECOVERY PAYMENT			-
Miscellaneous Adjustments			-
LCFF Entitlement before Minimum State Aid provision			171,405,311
CALCULATE STATE AID			
Transition Entitlement			171,405,311
Local Revenue (including RDA)			(24,864,405)
Gross State Aid			146,540,906
CALCULATE MINIMUM STATE AID			
	12-13 Rate	18-19 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA	5,081.77	16,187.65	82,261,914
2012-13 NSS Allowance (deficit)			-
Minimum State Aid Adjustments			-
Less Current Year Property Taxes/In Lieu			(24,864,405)
Subtotal State Aid for Historical RL/Charter General BG			57,397,509
Categorical funding from 2012-13			17,222,074
Charter Categorical Block Grant adjusted for ADA			-
Minimum State Aid Guarantee			74,619,583
CHARTER SCHOOL MINIMUM STATE AID OFFSET			
Local Control Funding Formula Floor plus Funded Gap			-
Minimum State Aid plus Property Taxes including RDA Offset			-
Minimum State Aid Prior to Offset			-
Total Minimum State Aid with Offset			-
TOTAL STATE AID			146,540,906
Additional State Aid (Additional SA)			
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)			171,405,311
CHANGE OVER PRIOR YEAR	5.80%	9,389,991	
LCFF Entitlement PER ADA			10,589
PER ADA CHANGE OVER PRIOR YEAR	6.06%	605	
BASIC AID STATUS (school districts only)			Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES			
		Increase	2018-19
State Aid	4.93%	6,879,415	146,540,906
Property Taxes net of in-lieu	11.23%	2,510,576	24,864,405
Charter in-Lieu Taxes	0.00%	-	-
LCFF pre COE, Choice, Supp	5.80%	9,389,991	171,405,311

LOCAL CONTROL FUNDING FORMULA

2019-20

CALCULATE LCFF TARGET

Unduplicated as % of Enrollment	3 yr average					COLA	2.570%
	ADA	Base	Gr Span	Supp	Concen	86.85%	86.85%
Grades TK-3	7,118.87	7,599	790	1,457	1,336		79,604,041
Grades 4-6	5,434.26	7,713		1,340	1,228		55,869,863
Grades 7-8	3,488.21	7,943		1,380	1,265		36,931,848
Grades 9-12	-	9,204	239	1,640	1,504		-
Subtract NSS	-	-	-	-	-		-
NSS Allowance	-	-	-	-	-		-
TOTAL BASE	16,041.34	123,717,592	5,623,907	22,466,618	20,597,634		172,405,751
Targeted Instructional Improvement Block Grant							500,077
Home-to-School Transportation							1,209,393
Small School District Bus Replacement Program							-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET							174,115,221
Funded Based on Target Formula (based on prior year P-2 certification)							TRUE

ECONOMIC RECOVERY TARGET PAYMENT

100% -

CALCULATE LCFF FLOOR

	12-13 Rate	19-20 ADA	
Current year Funded ADA times Base per ADA	5,035.32	16,041.34	80,773,280
Current year Funded ADA times Other RL per ADA	46.45	16,041.34	745,120
Necessary Small School Allowance at 12-13 rates			-
2012-13 Categoricals			17,222,074
Floor Adjustments			-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA	-	-	-
Less Fair Share Reduction			-
Non-CDE certified New Charter: District PY rate * CY ADA			-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA	\$ 4,442.97	16,041.34	71,271,192
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR			170,011,666

LOCAL CONTROL FUNDING FORMULA

2019-20

CALCULATE LCFF PHASE-IN ENTITLEMENT

	2019-20
LOCAL CONTROL FUNDING FORMULA TARGET	174,115,221
LOCAL CONTROL FUNDING FORMULA FLOOR	<u>170,011,666</u>
LCFF Need (LCFF Target less LCFF Floor, if positive)	-
Current Year Gap Funding	100.00% -
ECONOMIC RECOVERY PAYMENT	-
Miscellaneous Adjustments	-
LCFF Entitlement before Minimum State Aid provision	<u>174,115,221</u>

CALCULATE STATE AID

Transition Entitlement	174,115,221
Local Revenue (including RDA)	<u>(24,864,405)</u>
Gross State Aid	<u>149,250,816</u>

CALCULATE MINIMUM STATE AID

	12-13 Rate	19-20 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA	5,081.77	16,041.34	81,518,400
2012-13 NSS Allowance (deficited)			-
Minimum State Aid Adjustments			-
Less Current Year Property Taxes/In Lieu			<u>(24,864,405)</u>
Subtotal State Aid for Historical RL/Charter General BG			56,653,995
Categorical funding from 2012-13			17,222,074
Charter Categorical Block Grant adjusted for ADA			-
Minimum State Aid Guarantee			<u>73,876,069</u>
CHARTER SCHOOL MINIMUM STATE AID OFFSET			
Local Control Funding Formula Floor plus Funded Gap			-
Minimum State Aid plus Property Taxes including RDA			-
Offset			-
Minimum State Aid Prior to Offset			-
Total Minimum State Aid with Offset			-
TOTAL STATE AID			<u>149,250,816</u>

Additional State Aid (Additional SA)

LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)	174,115,221
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CHANGE OVER PRIOR YEAR	1.58%	2,709,910
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LCFF Entitlement PER ADA	10,854
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PER ADA CHANGE OVER PRIOR YEAR	2.50%	265
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BASIC AID STATUS (school districts only)	Non-Basic Aid
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LCFF SOURCES INCLUDING EXCESS TAXES

	Increase	2019-20
State Aid	1.85% 2,709,910	149,250,816
Property Taxes net of in-lieu	0.00% -	24,864,405
Charter in-Lieu Taxes	0.00% -	-
LCFF pre COE, Choice, Supp	1.58% 2,709,910	<u>174,115,221</u>

Oxnard (72538) - 2018-19 Adopted Budget		43234		v19.1a		
LOCAL CONTROL FUNDING FORMULA		2020-21				
CALCULATE LCFF TARGET				COLA	2.670%	
Unduplicated as % of Enrollment	3 yr average		86.49%	86.49%	2020-21	
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	7,118.87	7,802	811	1,490	1,356	81,575,086
Grades 4-6	5,434.26	7,919		1,370	1,247	57,253,598
Grades 7-8	3,488.21	8,155		1,411	1,284	37,845,881
Grades 9-12	-	9,450	246	1,677	1,527	-
Subtract NSS	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-
TOTAL BASE	<u>16,041.34</u>	<u>127,021,682</u>	<u>5,773,403</u>	<u>22,970,894</u>	<u>20,908,586</u>	176,674,565
Targeted Instructional Improvement Block Grant						500,077
Home-to-School Transportation						1,209,393
Small School District Bus Replacement Program						-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET						178,384,035
Funded Based on Target Formula <i>(based on prior year P-2 certification)</i>						TRUE
ECONOMIC RECOVERY TARGET PAYMENT				100%	-	
CALCULATE LCFF FLOOR				12-13 Rate	20-21 ADA	
Current year Funded ADA times Base per ADA				5,035.32	16,041.34	80,773,280
Current year Funded ADA times Other RL per ADA				46.45	16,041.34	745,120
Necessary Small School Allowance at 12-13 rates						-
2012-13 Categoricals						17,222,074
Floor Adjustments						-
2012-13 Categorical Program Entitlement Rate per ADA * cy ADA				-	-	-
Less Fair Share Reduction						-
Non-CDE certified New Charter: District PY rate * CY ADA				-	-	-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA				\$ 4,442.97	16,041.34	71,271,192
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR						170,011,666

Oxnard (72538) - 2018-19 Adopted Budget		43234	v19.1a
LOCAL CONTROL FUNDING FORMULA		2020-21	
CALCULATE LCFF PHASE-IN ENTITLEMENT			
			2020-21
LOCAL CONTROL FUNDING FORMULA TARGET			178,384,035
LOCAL CONTROL FUNDING FORMULA FLOOR			170,011,666
LCFF Need (LCFF Target less LCFF Floor, if positive)			-
Current Year Gap Funding		100.00%	-
ECONOMIC RECOVERY PAYMENT			-
Miscellaneous Adjustments			-
LCFF Entitlement before Minimum State Aid provision			178,384,035
CALCULATE STATE AID			
Transition Entitlement			178,384,035
Local Revenue (including RDA)			(24,864,405)
Gross State Aid			153,519,630
CALCULATE MINIMUM STATE AID			
	12-13 Rate	20-21 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA	5,081.77	16,041.34	81,518,400
2012-13 NSS Allowance (deficited)			-
Minimum State Aid Adjustments			-
Less Current Year Property Taxes/In Lieu			(24,864,405)
Subtotal State Aid for Historical RL/Charter General BG			56,653,995
Categorical funding from 2012-13			17,222,074
Charter Categorical Block Grant adjusted for ADA			-
Minimum State Aid Guarantee			73,876,069
CHARTER SCHOOL MINIMUM STATE AID OFFSET			
Local Control Funding Formula Floor plus Funded Gap			-
Minimum State Aid plus Property Taxes including RDA			-
Offset			-
Minimum State Aid Prior to Offset			-
Total Minimum State Aid with Offset			-
TOTAL STATE AID			153,519,630
Additional State Aid (Additional SA)			-
LCFF Phase-In Entitlement (before COE transfer, Choice & Charter Supplemental)			178,384,035
CHANGE OVER PRIOR YEAR	2.45%	4,268,814	
LCFF Entitlement PER ADA			11,120
PER ADA CHANGE OVER PRIOR YEAR	2.45%	266	
BASIC AID STATUS (school districts only)			Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES			
		Increase	2020-21
State Aid	2.86%	4,268,814	153,519,630
Property Taxes net of in-lieu	0.00%	-	24,864,405
Charter in-Lieu Taxes	0.00%	-	-
LCFF pre COE, Choice, Supp	2.45%	4,268,814	178,384,035

LCFF Calculator Universal Assumptions

Oxnard (72538) - 2018-19 Adopted Budg

Summary of Funding

	2017-18	2018-19	2019-20	2020-21	2021-22
Target Components:					
Base Grant	118,429,775	121,721,910	123,717,592	127,021,682	127,021,682
Grade Span Adjustment	5,470,199	5,539,789	5,623,907	5,773,403	5,773,403
Supplemental Grant	21,761,791	22,123,174	22,466,618	22,970,894	23,013,389
Concentration Grant	20,331,986	20,310,968	20,597,634	20,908,586	21,014,821
Add-ons	1,709,470	1,709,470	1,709,470	1,709,470	1,709,470
Total Target	167,703,221	171,405,311	174,115,221	178,384,035	178,532,765
Transition Components:					
Target	\$ 167,703,221	\$ 171,405,311	\$ 174,115,221	\$ 178,384,035	\$ 178,532,765
Funded Based on Target Formula <i>(based on prior</i>	FALSE	FALSE	TRUE	TRUE	TRUE
Floor	157,329,519	161,655,248	170,011,666	170,011,666	170,011,666
<i>Remaining Need after Gap (informational only)</i>	5,687,901	-	-	-	-
Current Year Gap Funding	4,685,801	9,750,063	-	-	-
Miscellaneous Adjustments	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-
Additional State Aid	-	-	-	-	-
Total LCFF Entitlement	\$ 162,015,320	\$ 171,405,311	\$ 174,115,221	\$ 178,384,035	\$ 178,532,765

Components of LCFF By Object Code

	2017-18	2018-19	2019-20	2020-21	2021-22
8011 - State Aid	\$ 119,869,408	\$ 126,798,047	\$ 129,686,400	\$ 133,955,214	\$ 153,668,360
8011 - Fair Share	-	-	-	-	-
8311 & 8590 - Categoricals	-	-	-	-	-
EPA (for LCFF Calculation purposes)	19,792,083	19,742,859	19,564,416	19,564,416	-
<i>Local Revenue Sources:</i>					
8021 to 8089 - Property Taxes	22,353,829	24,864,405	24,864,405	24,864,405	24,864,405
8096 - In-Lieu of Property Taxes	-	-	-	-	-
<i>Property Taxes net of in-lieu</i>	<i>22,353,829</i>	<i>24,864,405</i>	<i>24,864,405</i>	<i>24,864,405</i>	<i>24,864,405</i>
TOTAL FUNDING	\$ 162,015,320	\$ 171,405,311	\$ 174,115,221	\$ 178,384,035	\$ 178,532,765
<i>Basic Aid Status</i>					
<i>Less: Excess Taxes</i>	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Less: EPA in Excess to LCFF Funding</i>	\$ -	\$ -	\$ -	\$ -	\$ -
Total Phase-In Entitlement	\$ 162,015,320	\$ 171,405,311	\$ 174,115,221	\$ 178,384,035	\$ 178,532,765
<i>8012 - EPA Receipts (for budget & cashflow)</i>	<i>\$ 19,907,268</i>	<i>\$ 19,742,859</i>	<i>\$ 19,564,416</i>	<i>\$ 19,564,416</i>	<i>\$ -</i>

LCFF Calculator Universal Assumptions					
Oxnard (72538) - 2018-19 Adopted Budg					
Summary of Student Population					
	2017-18	2018-19	2019-20	2020-21	2021-22
Unduplicated Pupil Population					
Agency Unduplicated Pupil Count	14,574.00	14,285.00	14,180.00	14,180.00	14,180.00
COE Unduplicated Pupil Count	43.00	41.00	41.00	41.00	41.00
Total Unduplicated pupil Count	14,617.00	14,326.00	14,221.00	14,221.00	14,221.00
Rolling %, Supplemental Grant	87.8200%	86.9200%	86.8500%	86.4900%	86.6500%
Rolling %, Concentration Grant	87.8200%	86.9200%	86.8500%	86.4900%	86.6500%
FUNDED ADA					
Adjusted Base Grant ADA	<i>Prior Year</i>	<i>Prior Year</i>	<i>Current Year</i>	<i>Current Year</i>	<i>Current Year</i>
Grades TK-3	7,313.10	7,185.20	7,118.87	7,118.87	7,118.87
Grades 4-6	5,509.89	5,483.08	5,434.26	5,434.26	5,434.26
Grades 7-8	3,405.02	3,519.37	3,488.21	3,488.21	3,488.21
Grades 9-12	-	-	-	-	-
Total Adjusted Base Grant ADA	16,228.01	16,187.65	16,041.34	16,041.34	16,041.34
Necessary Small School ADA	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>	<i>Current year</i>
Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-
Total Necessary Small School ADA	-	-	-	-	-
Total Funded ADA	16228.01	16187.65	16041.34	16041.34	16041.34
ACTUAL ADA (Current Year Only)					
Grades TK-3	7,185.31	7,119.09	7,118.87	7,118.87	7,118.87
Grades 4-6	5,483.71	5,434.23	5,434.26	5,434.26	5,434.26
Grades 7-8	3,519.85	3,489.15	3,488.21	3,488.21	3,488.21
Grades 9-12	-	-	-	-	-
Total Actual ADA	16,188.87	16,042.47	16,041.34	16,041.34	16,041.34
<i>Funded Difference (Funded ADA less Actual ADA)</i>	<i>39.14</i>	<i>145.18</i>	<i>-</i>	<i>-</i>	<i>-</i>
LCAP Percentage to Increase or Improve					
Services					
	2017-18	2018-19	2019-20	2020-21	2021-22
Current year estimated supplemental and concen \$	42,093,777 \$	42,434,142 \$	43,064,252 \$	43,879,480 \$	44,028,210
Current year Percentage to Increase or Improve S	35.61%	33.34%	33.29%	33.04%	33.15%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	162,034,498.00	0.00	162,034,498.00	171,405,311.00	0.00	171,405,311.00	5.8%
2) Federal Revenue		8100-8299	0.00	14,199,256.00	14,199,256.00	0.00	9,076,398.00	9,076,398.00	-36.1%
3) Other State Revenue		8300-8599	6,097,846.00	7,328,569.00	13,426,415.00	8,797,890.00	5,617,305.00	14,415,195.00	7.4%
4) Other Local Revenue		8600-8799	1,514,780.00	7,415,830.00	8,930,610.00	1,536,400.00	7,145,612.00	8,682,012.00	-2.8%
5) TOTAL REVENUES			169,647,124.00	28,943,655.00	198,590,779.00	181,739,601.00	21,839,315.00	203,578,916.00	2.5%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	73,011,044.00	15,572,215.00	88,583,259.00	67,057,545.00	14,645,440.00	81,702,985.00	-7.8%
2) Classified Salaries		2000-2999	20,413,443.00	11,436,253.00	31,849,696.00	20,070,220.00	10,590,481.00	30,660,701.00	-3.7%
3) Employee Benefits		3000-3999	34,755,068.00	8,973,576.00	43,728,644.00	35,326,646.00	8,729,716.00	44,056,362.00	0.7%
4) Books and Supplies		4000-4999	11,657,226.00	8,609,806.00	20,267,032.00	10,055,933.00	3,387,745.00	13,443,678.00	-33.7%
5) Services and Other Operating Expenditures		5000-5999	14,806,786.00	11,656,338.00	26,463,124.00	13,235,085.00	8,385,341.00	21,620,426.00	-18.3%
6) Capital Outlay		6000-6999	5,105,451.00	6,282,050.00	11,387,501.00	0.00	300,008.00	300,008.00	-97.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,076,622.00	0.00	3,076,622.00	2,736,397.00	0.00	2,736,397.00	-11.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,855,843.00)	1,238,834.00	(617,009.00)	(1,529,316.00)	862,444.00	(666,872.00)	8.1%
9) TOTAL EXPENDITURES			160,969,797.00	63,769,072.00	224,738,869.00	146,952,510.00	46,901,175.00	193,853,685.00	-13.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			8,677,327.00	(34,825,417.00)	(26,148,090.00)	34,787,091.00	(25,061,860.00)	9,725,231.00	-137.2%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	3,300,000.00	3,300,000.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	247,083.00	0.00	247,083.00	2,256,278.00	0.00	2,256,278.00	813.2%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(26,461,077.00)	26,461,077.00	0.00	(25,041,862.00)	25,041,862.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(26,708,160.00)	29,761,077.00	3,052,917.00	(27,298,140.00)	25,041,862.00	(2,256,278.00)	-173.9%

Description	2017-18 Estimated Actuals		2018-19 Budget			% Diff Column C & F	
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)		Total Fund col. D + E (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)	(18,030,833.00)	(5,064,340.00)	(23,095,173.00)	7,488,951.00	(19,998.00)	7,468,953.00	-132.3%
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	34,862,540.00	5,892,768.00	40,755,308.00	15,973,424.75	828,428.00	16,801,852.75	-58.8%
b) Audit Adjustments	(858,282.25)	0.00	(858,282.25)	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)	34,004,257.75	5,892,768.00	39,897,025.75	15,973,424.75	828,428.00	16,801,852.75	-57.9%
d) Other Restatements	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)	34,004,257.75	5,892,768.00	39,897,025.75	15,973,424.75	828,428.00	16,801,852.75	-57.9%
2) Ending Balance, June 30 (E + F1e)	15,973,424.75	828,428.00	16,801,852.75	23,462,375.75	808,430.00	24,270,805.75	44.5%
Components of Ending Fund Balance							
a) Nonspendable							
Revolving Cash	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Stores	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Prepaid Items	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted	0.00	828,428.00	828,428.00	0.00	808,430.00	808,430.00	-2.4%
c) Committed							
Stabilization Arrangements	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned							
Other Assignments							
2015/16 1x Funds Dedicated Constructi	4,145,513.00	0.00	4,145,513.00	12,693,926.00	0.00	12,693,926.00	206.2%
Bus Replacement				2,045,513.00		2,045,513.00	
Textbook Set Aside				150,000.00		150,000.00	
Additional Reserve - Economic Uncertai				2,000,000.00		2,000,000.00	
2015/16 1x Funds Dedicated Constructi	2,045,513.00		2,045,513.00	8,498,413.00		8,498,413.00	
Bus Replacement	100,000.00		100,000.00				
Textbook Set Aside	2,000,000.00		2,000,000.00				
e) Unassigned/Unappropriated							
Reserve for Economic Uncertainties	6,749,579.00	0.00	6,749,579.00	5,883,299.00	0.00	5,883,299.00	-12.8%
Unassigned/Unappropriated Amount	4,958,332.75	0.00	4,958,332.75	4,765,150.75	0.00	4,765,150.75	-3.9%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	56,940,189.07	(21,083,934.94)	35,856,254.13				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	20,000.00	0.00	20,000.00				
d) with Fiscal Agent/Trustee		9135	7,614,125.24	0.00	7,614,125.24				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	61,626.02	19,809.44	81,435.46				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	2,650,000.00	0.00	2,650,000.00				
6) Stores		9320	48,959.86	0.00	48,959.86				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL ASSETS			67,334,900.19	(21,064,125.50)	46,270,774.69				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	8,144,086.21	0.00	8,144,086.21				
2) Due to Grantor Governments		9590	94,650.00	0.00	94,650.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL LIABILITIES			8,238,736.21	0.00	8,238,736.21				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									

Description (G9 + H2) - (I6 + J2)	Resource Codes	Object Codes	2017-18 Estimated Actuals		2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	
			59,096,163.98	(21,064,125.50)	38,032,038.48			

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	120,295,941.00	0.00	120,295,941.00	126,798,047.00	0.00	126,798,047.00	5.4%
Education Protection Account State Aid - Current Year		8012	19,384,728.00	0.00	19,384,728.00	19,742,859.00	0.00	19,742,859.00	1.8%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	162,435.00	0.00	162,435.00	162,323.00	0.00	162,323.00	-0.1%
Timber Yield Tax		8022	7.00	0.00	7.00	4.00	0.00	4.00	-42.9%
Other Subventions/In-Lieu Taxes		8029	6,560.00	0.00	6,560.00	7,325.00	0.00	7,325.00	11.7%
County & District Taxes Secured Roll Taxes		8041	20,959,356.00	0.00	20,959,356.00	20,743,852.00	0.00	20,743,852.00	-1.0%
Unsecured Roll Taxes		8042	472,062.00	0.00	472,062.00	453,779.00	0.00	453,779.00	-3.9%
Prior Years' Taxes		8043	42,746.00	0.00	42,746.00	139,263.00	0.00	139,263.00	226.8%
Supplemental Taxes		8044	738,186.00	0.00	738,186.00	730,815.00	0.00	730,815.00	-1.0%
Education Revenue Augmentation Fund (ERAF)		8045	(27,523.00)	0.00	(27,523.00)	1,003,069.00	0.00	1,003,069.00	-3744.5%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	1,623,975.00	0.00	1,623,975.00	New
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			162,034,498.00	0.00	162,034,498.00	171,405,311.00	0.00	171,405,311.00	5.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LFFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LFFF SOURCES			162,034,498.00	0.00	162,034,498.00	171,405,311.00	0.00	171,405,311.00	5.8%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	2,777,939.00	2,777,939.00	0.00	2,753,960.00	2,753,960.00	-0.9%
Special Education Discretionary Grants		8182	0.00	636,869.00	636,869.00	0.00	565,453.00	565,453.00	-11.2%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEIMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		5,784,984.00	5,784,984.00		4,113,703.00	4,113,703.00	-28.9%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Educator Quality	4035	8290		767,637.00	767,637.00		525,227.00	525,227.00	-31.6%
Title III, Part A, Immigrant Education Program	4201	8290		32,694.00	32,694.00		24,133.00	24,133.00	-26.2%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F	
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)		
Title III, Part A, English Learner Program	4203	8290		1,323,467.00	1,323,467.00			893,922.00	893,922.00	-32.5%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00			0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3185, 4050, 4123, 4124, 4126, 4127, 5510, 5630									
Other NCLB / Every Student Succeeds Act	5510, 5630	8290		0.00	0.00			0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290		0.00	0.00			0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	2,875,666.00	2,875,666.00	0.00	200,000.00	200,000.00	200,000.00	-93.0%
TOTAL, FEDERAL REVENUE			0.00	14,199,256.00	14,199,256.00	0.00	9,076,398.00	9,076,398.00	9,076,398.00	-36.1%
OTHER STATE REVENUE										
Other State Apportionments										
ROC/P Entitlement	6360	8319		0.00	0.00			0.00	0.00	0.0%
Prior Years										
Special Education Master Plan	6500	8311		0.00	0.00			0.00	0.00	0.0%
Current Year										
Prior Years	6500	8319		0.00	0.00			0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	345,267.00	345,267.00	0.00	350,828.00	350,828.00	350,828.00	1.6%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520		0.00	0.00			0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	2,873,287.00	0.00	2,873,287.00	5,995,508.00	0.00	0.00	5,995,508.00	108.7%
Lottery - Unrestricted and Instructional Materials		8560	2,576,202.00	911,437.00	3,487,639.00	2,437,382.00	801,331.00	3,238,713.00	3,238,713.00	-7.1%
Tax Relief Subventions										
Restricted Levies - Other										
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		2,949,465.00	2,949,465.00		2,949,465.00	2,949,465.00	2,949,465.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		73,259.00	73,259.00		47,826.00	47,826.00	47,826.00	-34.7%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
California Clean Energy Jobs Act	6230	8590		1,248,780.00	1,248,780.00		0.00	0.00	-100.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	648,357.00	1,800,361.00	2,448,718.00	365,000.00	1,467,855.00	1,832,855.00	-25.2%
TOTAL, OTHER STATE REVENUE			6,097,846.00	7,328,569.00	13,426,415.00	8,797,890.00	5,617,305.00	14,415,195.00	7.4%

Description	2017-18 Estimated Actuals		2018-19 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	
OTHER LOCAL REVENUE						
Other Local Revenue County and District Taxes						
Other Restricted Levies Secured Roll	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes	0.00	0.00	0.00	0.00	0.00	0.0%
Other	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes	0.00	0.00	0.00	0.00	0.00	0.0%
Sales						
Sale of Equipment/Supplies	9,564.00	0.00	9,564.00	0.00	0.00	-100.0%
Sale of Publications	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals	90,000.00	0.00	90,000.00	55,000.00	0.00	-38.9%
Interest	248,000.00	0.00	248,000.00	350,000.00	0.00	41.1%
Net Increase (Decrease) in the Fair Value of Investments	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts						
Adult Education Fees	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	0.00	26,466.00	26,466.00	0.00	24,797.00	-6.3%
Mitigation/Developer Fees	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue Plus: Misc Funds Non-LCFF						

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,167,216.00	323,008.00	1,490,224.00	1,131,400.00	127,853.00	1,259,253.00	-15.5%
Tuition		8710	0.00	9,000.00	9,000.00	0.00	9,000.00	9,000.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		7,057,356.00	7,057,356.00		6,983,962.00	6,983,962.00	-1.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers in from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,514,780.00	7,415,830.00	8,930,610.00	1,536,400.00	7,145,612.00	8,682,012.00	-2.8%
TOTAL, REVENUES			169,647,124.00	28,943,655.00	198,590,779.00	181,739,601.00	21,839,315.00	203,578,916.00	2.5%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	61,387,337.00	10,316,413.00	71,703,750.00	55,492,584.00	9,614,407.00	65,106,991.00	-9.2%
Certificated Pupil Support Salaries		1200	5,201,931.00	3,545,268.00	8,747,199.00	5,197,420.00	3,647,724.00	8,845,144.00	1.1%
Certificated Supervisors' and Administrators' Salaries		1300	6,379,719.00	1,228,634.00	7,608,353.00	6,367,541.00	1,027,688.00	7,395,229.00	-2.8%
Other Certificated Salaries		1900	42,057.00	481,900.00	523,957.00	0.00	355,621.00	355,621.00	-32.1%
TOTAL, CERTIFICATED SALARIES			73,011,044.00	15,572,215.00	88,583,259.00	67,057,545.00	14,645,440.00	81,702,985.00	-7.8%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	903,814.00	6,116,220.00	7,020,034.00	906,389.00	5,922,850.00	6,829,239.00	-2.7%
Classified Support Salaries		2200	5,102,645.00	2,526,978.00	7,629,623.00	5,113,495.00	2,524,733.00	7,638,228.00	0.1%
Classified Supervisors' and Administrators' Salaries		2300	1,436,699.00	647,099.00	2,083,798.00	1,503,019.00	538,796.00	2,041,815.00	-2.0%
Clerical, Technical and Office Salaries		2400	8,870,746.00	1,176,556.00	10,047,302.00	8,494,904.00	940,626.00	9,435,530.00	-6.1%
Other Classified Salaries		2900	4,099,539.00	969,400.00	5,068,939.00	4,052,413.00	663,476.00	4,715,889.00	-7.0%
TOTAL, CLASSIFIED SALARIES			20,413,443.00	11,436,253.00	31,849,696.00	20,070,220.00	10,590,481.00	30,660,701.00	-3.7%
EMPLOYEE BENEFITS									
STRS		3101-3102	9,942,222.00	2,158,484.00	12,100,706.00	10,259,255.00	2,220,288.00	12,479,543.00	3.1%
PERS		3201-3202	3,314,771.00	1,830,031.00	5,144,802.00	3,768,238.00	1,854,385.00	5,622,623.00	9.3%
OASDI/Medicare/Alternative		3301-3302	2,651,595.00	1,124,132.00	3,775,727.00	2,535,093.00	958,027.00	3,493,120.00	-7.5%
Health and Welfare Benefits		3401-3402	12,874,549.00	2,401,626.00	15,276,175.00	11,850,881.00	2,339,858.00	14,190,739.00	-7.1%
Unemployment Insurance		3501-3502	45,282.00	13,133.00	58,415.00	42,050.00	11,609.00	53,659.00	-8.1%
Workers' Compensation		3601-3602	2,319,707.00	675,541.00	2,995,248.00	2,157,941.00	598,351.00	2,756,292.00	-8.0%
OPEB, Allocated		3701-3702	3,596,142.00	770,629.00	4,366,771.00	3,454,798.00	747,198.00	4,201,996.00	-3.8%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	433,547.00	0.00	433,547.00	New
Other Employee Benefits		3901-3902	10,800.00	0.00	10,800.00	824,843.00	0.00	824,843.00	7537.4%
TOTAL, EMPLOYEE BENEFITS			34,755,068.00	8,973,576.00	43,728,644.00	35,326,646.00	8,729,716.00	44,056,362.00	0.7%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	4,384,709.00	774,437.00	5,159,146.00	1,600,000.00	801,331.00	2,401,331.00	-53.5%
Books and Other Reference Materials		4200	67,413.00	201,221.00	268,634.00	0.00	6,453.00	6,453.00	-97.6%
Materials and Supplies		4300	6,578,883.00	5,832,714.00	12,411,597.00	8,144,733.00	2,489,729.00	10,634,462.00	-14.3%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	626,221.00	1,801,434.00	2,427,655.00	311,200.00	90,232.00	401,432.00	-83.5%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			11,657,226.00	8,609,806.00	20,267,032.00	10,055,933.00	3,387,745.00	13,443,678.00	-33.7%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	3,606,000.00	4,405,770.00	8,011,770.00	3,550,000.00	4,305,731.00	7,855,731.00	-1.9%
Travel and Conferences		5200	680,373.00	615,522.00	1,295,895.00	458,925.00	547,345.00	1,006,270.00	-22.3%
Dues and Memberships		5300	115,565.00	38,281.00	153,846.00	108,710.00	39,091.00	147,801.00	-3.9%
Insurance		5400 - 5450	727,684.00	0.00	727,684.00	756,684.00	0.00	756,684.00	4.0%
Operations and Housekeeping Services		5500	2,675,000.00	0.00	2,675,000.00	2,675,000.00	0.00	2,675,000.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,200,925.00	241,948.00	1,442,873.00	767,156.00	247,352.00	1,014,508.00	-29.7%
Transfers of Direct Costs		5710	(299,828.00)	299,828.00	0.00	(161,854.00)	161,854.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	27,567.00	38,521.00	66,088.00	14,000.00	46,500.00	60,500.00	-8.5%
Professional/Consulting Services and Operating Expenditures		5800	5,434,400.00	6,012,668.00	11,447,068.00	4,442,484.00	3,023,668.00	7,466,152.00	-34.8%
Communications		5900	639,100.00	3,800.00	642,900.00	623,980.00	13,800.00	637,780.00	-0.8%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			14,806,786.00	11,656,338.00	26,463,124.00	13,235,085.00	8,385,341.00	21,620,426.00	-18.3%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	4,200.00	0.00	4,200.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	4,453,222.00	5,670,300.00	10,123,522.00	0.00	8.00	8.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	648,029.00	611,750.00	1,259,779.00	0.00	300,000.00	300,000.00	-76.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CAPITAL OUTLAY			5,105,451.00	6,282,050.00	11,387,501.00	0.00	300,008.00	300,008.00	-97.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	262,000.00	0.00	262,000.00	177,000.00	0.00	177,000.00	-32.4%
Payments to County Offices		7142	2,243,665.00	0.00	2,243,665.00	1,998,000.00	0.00	1,998,000.00	-10.9%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	275,936.00	0.00	275,936.00	269,266.00	0.00	269,266.00	-2.4%
Other Debt Service - Principal		7439	295,021.00	0.00	295,021.00	292,131.00	0.00	292,131.00	-1.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,076,622.00	0.00	3,076,622.00	2,736,397.00	0.00	2,736,397.00	-11.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(1,238,834.00)	1,238,834.00	0.00	(862,444.00)	862,444.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(617,009.00)	0.00	(617,009.00)	(666,872.00)	0.00	(666,872.00)	8.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,855,843.00)	1,238,834.00	(617,009.00)	(1,529,316.00)	862,444.00	(666,872.00)	8.1%
TOTAL, EXPENDITURES			160,969,797.00	63,769,072.00	224,738,869.00	146,952,510.00	46,901,175.00	193,853,685.00	-13.7%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Other Authorized Interfund Transfers In		8919	0.00	3,300,000.00	3,300,000.00	0.00	0.00	0.00	-100.0%
(a) TOTAL INTERFUND TRANSFERS IN			0.00	3,300,000.00	3,300,000.00	0.00	0.00	0.00	-100.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To: Cafeteria Fund		7616	247,083.00	0.00	247,083.00	756,278.00	0.00	756,278.00	206.1%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	1,500,000.00	0.00	1,500,000.00	New
(b) TOTAL INTERFUND TRANSFERS OUT			247,083.00	0.00	247,083.00	2,256,278.00	0.00	2,256,278.00	813.2%
OTHER SOURCES/USES									
SOURCES									
State Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Emergency Apportionments									
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(c) TOTAL SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(26,461,077.00)	26,461,077.00	0.00	(25,041,862.00)	25,041,862.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL CONTRIBUTIONS			(26,461,077.00)	26,461,077.00	0.00	(25,041,862.00)	25,041,862.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			(26,708,160.00)	29,761,077.00	3,052,917.00	(27,298,140.00)	25,041,862.00	(2,256,278.00)	-173.9%
(a - b + c - d + e)									

Description	Function Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	162,034,498.00	0.00	162,034,498.00	171,405,311.00	0.00	171,405,311.00	5.8%
2) Federal Revenue		8100-8299	0.00	14,199,256.00	14,199,256.00	0.00	9,076,398.00	9,076,398.00	-36.1%
3) Other State Revenue		8300-8599	6,097,846.00	7,328,569.00	13,426,415.00	8,797,890.00	5,617,305.00	14,415,195.00	7.4%
4) Other Local Revenue		8600-8799	1,514,780.00	7,415,830.00	8,930,610.00	1,536,400.00	7,145,612.00	8,682,012.00	-2.8%
5) TOTAL REVENUES			169,647,124.00	28,943,655.00	198,590,779.00	181,739,601.00	21,839,315.00	203,578,916.00	2.5%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		98,202,714.00	36,776,539.00	134,979,253.00	90,658,995.00	28,966,089.00	119,625,084.00	-11.4%
2) Instruction - Related Services	2000-2999		17,461,507.00	5,844,507.00	23,306,014.00	16,800,466.00	4,251,450.00	21,051,916.00	-9.7%
3) Pupil Services	3000-3999		14,512,421.00	5,810,523.00	20,322,944.00	14,833,090.00	5,890,920.00	20,724,010.00	2.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	1,311,274.00	1,311,274.00	0.00	1,419,889.00	1,419,889.00	8.3%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		12,832,486.00	1,803,751.00	14,636,237.00	12,151,014.00	862,444.00	13,013,458.00	-11.1%
8) Plant Services	8000-8999		14,882,047.00	12,222,478.00	27,104,525.00	9,770,548.00	5,510,383.00	15,280,931.00	-43.6%
9) Other Outgo	9000-9999	Except 7600-7699	3,078,622.00	0.00	3,078,622.00	2,738,397.00	0.00	2,738,397.00	-11.1%
10) TOTAL EXPENDITURES			160,969,797.00	63,769,072.00	224,738,869.00	146,952,510.00	46,901,175.00	193,853,685.00	-13.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)									
			8,677,327.00	(34,825,417.00)	(26,148,090.00)	34,787,091.00	(25,061,860.00)	9,725,231.00	-137.2%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	3,300,000.00	3,300,000.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	247,083.00	0.00	247,083.00	2,256,278.00	0.00	2,256,278.00	813.2%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(26,461,077.00)	26,461,077.00	0.00	(25,041,862.00)	25,041,862.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(26,708,160.00)	29,761,077.00	3,052,917.00	(27,298,140.00)	25,041,862.00	(2,256,278.00)	-173.9%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals			2018-19 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(18,030,833.00)	(5,064,340.00)	(23,095,173.00)	7,488,951.00	(19,998.00)	7,468,953.00	-132.3%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance		9791	34,862,540.00	5,892,768.00	40,755,308.00	15,973,424.75	828,428.00	16,801,852.75	-58.8%
a) As of July 1 - Unaudited		9793	(858,282.25)	0.00	(858,282.25)	0.00	0.00	0.00	-100.0%
b) Audit Adjustments			34,004,257.75	5,892,768.00	39,897,025.75	15,973,424.75	828,428.00	16,801,852.75	-57.9%
c) As of July 1 - Audited (F1a + F1b)		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Other Restatements			34,004,257.75	5,892,768.00	39,897,025.75	15,973,424.75	828,428.00	16,801,852.75	-57.9%
e) Adjusted Beginning Balance (F1c + F1d)			15,973,424.75	828,428.00	16,801,852.75	23,462,375.75	808,430.00	24,270,805.75	44.5%
2) Ending Balance, June 30 (E + F1e)									
Components of Ending Fund Balance									
a) Nonspendable		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Revolving Cash		9712	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Stores		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	828,428.00	828,428.00	0.00	808,430.00	808,430.00	-2.4%
b) Restricted									
c) Committed		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)									
d) Assigned		9780	4,145,513.00	0.00	4,145,513.00	12,693,926.00	0.00	12,693,926.00	206.2%
Other Assignments (by Resource/Object)									
2015/16 1x Funds Dedicated Constructi	0000	9780				2,045,513.00		2,045,513.00	
Bus Replacement	0000	9780				150,000.00		150,000.00	
Textbook Set Aside	0000	9780				2,000,000.00		2,000,000.00	
Additional Reserve - Economic Uncertai	0000	9780				8,498,413.00		8,498,413.00	
2015/16 1x Funds Dedicated Constructi	0000	9780	2,045,513.00		2,045,513.00				
Bus Replacement	0000	9780	100,000.00		100,000.00				
Textbook Set Aside	0000	9780	2,000,000.00		2,000,000.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	6,749,579.00	0.00	6,749,579.00	5,883,299.00	0.00	5,883,299.00	-12.8%
Unassigned/Unappropriated Amount		9790	4,958,332.75	0.00	4,958,332.75	4,765,150.75	0.00	4,765,150.75	-3.9%

Resource	Description	2017-18 Estimated Actuals	2018-19 Budget
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectir	727,103.00	727,103.00
9010	Other Restricted Local	101,325.00	81,327.00
Total, Restricted Balance		828,428.00	808,430.00

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,091,649.00	1,421,883.00	30.3%
4) Other Local Revenue		8600-8799	1,600.00	1,600.00	0.0%
5) TOTAL, REVENUES			1,093,249.00	1,423,483.00	30.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	14,386.00	14,525.00	1.0%
2) Classified Salaries		2000-2999	651,009.00	951,356.00	46.1%
3) Employee Benefits		3000-3999	145,474.00	242,144.00	66.5%
4) Books and Supplies		4000-4999	223,633.00	85,099.00	-61.9%
5) Services and Other Operating Expenditures		5000-5999	4,165.00	48,990.00	1076.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	54,582.00	81,369.00	49.1%
9) TOTAL, EXPENDITURES			1,093,249.00	1,423,483.00	30.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.00	0.00	0.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.00	0.00	0.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	226,965.33		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			226,965.33		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	150,000.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			150,000.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			76,965.33		

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	1,091,649.00	1,421,883.00	30.3%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,091,649.00	1,421,883.00	30.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	1,600.00	1,600.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,600.00	1,600.00	0.0%
TOTAL, REVENUES			1,093,249.00	1,423,483.00	30.2%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	14,386.00	14,525.00	1.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			14,386.00	14,525.00	1.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	578,179.00	744,921.00	28.8%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	12,601.00	12,719.00	0.9%
Clerical, Technical and Office Salaries		2400	46,035.00	68,475.00	48.7%
Other Classified Salaries		2900	14,194.00	125,241.00	782.4%
TOTAL, CLASSIFIED SALARIES			651,009.00	951,356.00	46.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	34,655.00	53,698.00	55.0%
PERS		3201-3202	46,088.00	94,468.00	105.0%
OASDI/Medicare/Alternative		3301-3302	35,818.00	53,028.00	48.0%
Health and Welfare Benefits		3401-3402	8,112.00	12,009.00	48.0%
Unemployment Insurance		3501-3502	331.00	480.00	45.0%
Workers' Compensation		3601-3602	16,553.00	24,026.00	45.1%
OPEB, Allocated		3701-3702	3,917.00	4,435.00	13.2%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			145,474.00	242,144.00	66.5%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	223,633.00	65,099.00	-70.9%
Noncapitalized Equipment		4400	0.00	20,000.00	New
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			223,633.00	85,099.00	-61.9%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	4,165.00	7,665.00	84.0%
Dues and Memberships		5300	0.00	750.00	New
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	4,500.00	New
Professional/Consulting Services and Operating Expenditures		5800	0.00	36,075.00	New
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,165.00	48,990.00	1076.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	54,582.00	81,369.00	49.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			54,582.00	81,369.00	49.1%
TOTAL, EXPENDITURES			1,093,249.00	1,423,483.00	30.2%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,091,649.00	1,421,883.00	30.3%
4) Other Local Revenue		8600-8799	1,600.00	1,600.00	0.0%
5) TOTAL, REVENUES			1,093,249.00	1,423,483.00	30.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		936,996.00	1,070,002.00	14.2%
2) Instruction - Related Services	2000-2999		101,671.00	272,112.00	167.6%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		54,582.00	81,369.00	49.1%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,093,249.00	1,423,483.00	30.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Estimated Actuals	2018-19 Budget
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,865,560.00	10,549,995.00	6.9%
3) Other State Revenue		8300-8599	655,768.00	708,676.00	8.1%
4) Other Local Revenue		8600-8799	844,000.00	39,000.00	-95.4%
5) TOTAL, REVENUES			11,365,328.00	11,297,671.00	-0.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,162,748.00	4,166,536.00	0.1%
3) Employee Benefits		3000-3999	1,365,084.00	1,420,479.00	4.1%
4) Books and Supplies		4000-4999	5,411,465.00	5,777,231.00	6.8%
5) Services and Other Operating Expenditures		5000-5999	152,248.00	74,200.00	-51.3%
6) Capital Outlay		6000-6999	30,000.00	30,000.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	562,427.00	585,503.00	4.1%
9) TOTAL, EXPENDITURES			11,683,972.00	12,053,949.00	3.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(318,644.00)	(756,278.00)	137.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	247,083.00	756,278.00	206.1%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			247,083.00	756,278.00	206.1%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(71,561.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	135,677.00	64,116.00	-52.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			135,677.00	64,116.00	-52.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			135,677.00	64,116.00	-52.7%
2) Ending Balance, June 30 (E + F1e)			64,116.00	64,116.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			63,910.00	64,116.00	0.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,518,609.25		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	206.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,518,815.25		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	102.97		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	2,500,000.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,500,102.97		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(981,287.72)		

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	9,865,560.00	10,549,995.00	6.9%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			9,865,560.00	10,549,995.00	6.9%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	655,768.00	708,676.00	8.1%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			655,768.00	708,676.00	8.1%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	830,000.00	23,000.00	-97.2%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	14,000.00	16,000.00	14.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			844,000.00	39,000.00	-95.4%
TOTAL, REVENUES			11,365,328.00	11,297,671.00	-0.6%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	3,758,149.00	3,794,354.00	1.0%
Classified Supervisors' and Administrators' Salaries		2300	250,608.00	228,931.00	-8.6%
Clerical, Technical and Office Salaries		2400	153,991.00	143,251.00	-7.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,162,748.00	4,166,536.00	0.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	614,719.00	704,654.00	14.6%
OASDI/Medicare/Alternative		3301-3302	312,114.00	312,858.00	0.2%
Health and Welfare Benefits		3401-3402	246,702.00	214,162.00	-13.2%
Unemployment Insurance		3501-3502	2,040.00	2,048.00	0.4%
Workers' Compensation		3601-3602	103,743.00	103,667.00	-0.1%
OPEB, Allocated		3701-3702	85,766.00	83,090.00	-3.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,365,084.00	1,420,479.00	4.1%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	351,283.00	158,006.00	-55.0%
Noncapitalized Equipment		4400	52,000.00	54,500.00	4.8%
Food		4700	5,008,182.00	5,564,725.00	11.1%
TOTAL, BOOKS AND SUPPLIES			5,411,465.00	5,777,231.00	6.8%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	6,800.00	6,800.00	0.0%
Dues and Memberships		5300	3,000.00	3,000.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	74,625.00	69,700.00	-6.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	30,750.00	30,750.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(66,088.00)	(65,000.00)	-1.6%
Professional/Consulting Services and Operating Expenditures		5800	102,711.00	28,950.00	-71.8%
Communications		5900	450.00	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			152,248.00	74,200.00	-51.3%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	30,000.00	30,000.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			30,000.00	30,000.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	562,427.00	585,503.00	4.1%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			562,427.00	585,503.00	4.1%
TOTAL, EXPENDITURES			11,683,972.00	12,053,949.00	3.2%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	247,083.00	756,278.00	206.1%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			247,083.00	756,278.00	206.1%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs					
		7651	0.00	0.00	0.0%
All Other Financing Uses					
		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues					
		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues					
		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			247,083.00	756,278.00	206.1%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	9,865,560.00	10,549,995.00	6.9%
3) Other State Revenue		8300-8599	655,768.00	708,676.00	8.1%
4) Other Local Revenue		8600-8799	844,000.00	39,000.00	-95.4%
5) TOTAL, REVENUES			11,365,328.00	11,297,671.00	-0.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		11,046,920.00	11,398,746.00	3.2%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		562,427.00	585,503.00	4.1%
8) Plant Services	8000-8999		74,625.00	69,700.00	-6.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			11,683,972.00	12,053,949.00	3.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(318,644.00)	(756,278.00)	137.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	247,083.00	756,278.00	206.1%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			247,083.00	756,278.00	206.1%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(71,561.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	135,677.00	64,116.00	-52.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			135,677.00	64,116.00	-52.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			135,677.00	64,116.00	-52.7%
2) Ending Balance, June 30 (E + F1e)			64,116.00	64,116.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	206.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			63,910.00	64,116.00	0.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2017-18 Estimated Actuals</u>	<u>2018-19 Budget</u>
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	10,694.00	10,900.00
5330	Child Nutrition: Summer Food Service Program Operations	53,216.00	53,216.00
Total, Restricted Balance		63,910.00	64,116.00

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	1,500,000.00	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	1,500,000.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	(1,500,000.00)	New
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	1,500,000.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	1,500,000.00	New

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	0.00	0.00	0.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			0.00	0.00	0.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)					0.00

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue					
		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest					
		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	1,500,000.00	New
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	1,500,000.00	New
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	1,500,000.00	New

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	1,500,000.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	1,500,000.00	New
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	1,500,000.00	New

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	1,500,000.00	New
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	1,500,000.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			0.00	(1,500,000.00)	New
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	1,500,000.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	1,500,000.00	New

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00	0.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2017-18 Estimated Actuals	2018-19 Budget
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	950.00	1,200.00	26.3%
5) TOTAL, REVENUES			950.00	1,200.00	26.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			950.00	1,200.00	26.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			950.00	1,200.00	26.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	124,042.00	124,992.00	0.8%
b) Audit Adjustments			0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			124,042.00	124,992.00	0.8%
d) Other Restatements			0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			124,042.00	124,992.00	0.8%
2) Ending Balance, June 30 (E + F1e)			124,992.00	126,192.00	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
		9711	0.00	0.00	0.0%
		9712	0.00	0.00	0.0%
		9713	0.00	0.00	0.0%
		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
		9750	0.00	0.00	0.0%
		9760	0.00	0.00	0.0%
d) Assigned					
		9780	124,992.00	126,192.00	1.0%
e) Unassigned/Unappropriated					
		9789	0.00	0.00	0.0%
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	124,689.85		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			124,689.85		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			124,689.85		

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	950.00	1,200.00	26.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			950.00	1,200.00	26.3%
TOTAL, REVENUES			950.00	1,200.00	26.3%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	950.00	1,200.00	26.3%
5) TOTAL, REVENUES			950.00	1,200.00	26.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			950.00	1,200.00	26.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			950.00	1,200.00	26.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	124,042.00	124,992.00	0.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			124,042.00	124,992.00	0.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			124,042.00	124,992.00	0.8%
2) Ending Balance, June 30 (E + F1e)			124,992.00	126,192.00	1.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	124,992.00	126,192.00	1.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2017-18 Estimated Actuals</u>	<u>2018-19 Budget</u>
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	787,972.00	950,000.00	20.6%
5) TOTAL, REVENUES			787,972.00	950,000.00	20.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	55,481.00	New
5) Services and Other Operating Expenditures		5000-5999	2,972,107.00	0.00	-100.0%
6) Capital Outlay		6000-6999	95,065,160.00	23,420,954.00	-75.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			98,037,267.00	23,476,435.00	-76.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(97,249,295.00)	(22,526,435.00)	-76.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	13,693,719.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			13,693,719.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(83,555,576.00)	(22,526,435.00)	-73.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	106,082,011.00	22,526,435.00	-78.8%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			106,082,011.00	22,526,435.00	-78.8%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			106,082,011.00	22,526,435.00	-78.8%
2) Ending Balance, June 30 (E + F1e)					
			22,526,435.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	22,526,435.00	0.00	-100.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	85,045,746.60		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			85,045,746.60		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	2,926.90		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			2,926.90		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			85,042,819.70		

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	787,972.00	950,000.00	20.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			787,972.00	950,000.00	20.6%
TOTAL, REVENUES			787,972.00	950,000.00	20.6%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	55,481.00	New
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	55,481.00	New
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	2,972,107.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,972,107.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	8,327,012.00	442,030.00	-94.7%
Land Improvements		6170	520,402.00	167,498.00	-67.8%
Buildings and Improvements of Buildings		6200	82,069,170.00	17,073,362.00	-79.2%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	4,148,576.00	5,738,064.00	38.3%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			95,065,160.00	23,420,954.00	-75.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			98,037,267.00	23,476,435.00	-76.1%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	13,693,719.00	0.00	-100.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			13,693,719.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			13,693,719.00	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	787,972.00	950,000.00	20.6%
5) TOTAL, REVENUES			787,972.00	950,000.00	20.6%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		98,037,267.00	23,476,435.00	-76.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			98,037,267.00	23,476,435.00	-76.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(97,249,295.00)	(22,526,435.00)	-76.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	13,693,719.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			13,693,719.00	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(83,555,576.00)	(22,526,435.00)	-73.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	106,082,011.00	22,526,435.00	-78.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			106,082,011.00	22,526,435.00	-78.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			106,082,011.00	22,526,435.00	-78.8%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2017-18 Estimated Actuals</u>	<u>2018-19 Budget</u>
9010	Other Restricted Local	22,526,435.00	0.00
Total, Restricted Balance		<u>22,526,435.00</u>	<u>0.00</u>

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,350,400.00	820,000.00	-65.1%
5) TOTAL, REVENUES			2,350,400.00	820,000.00	-65.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	116,249.00	116,249.00	0.0%
6) Capital Outlay		6000-6999	25,000.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	474,510.00	473,656.00	-0.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			615,759.00	589,905.00	-4.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,734,641.00	230,095.00	-86.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,734,641.00	230,095.00	-86.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,415,649.00	8,150,290.00	27.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,415,649.00	8,150,290.00	27.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,415,649.00	8,150,290.00	27.0%
2) Ending Balance, June 30 (E + F1e)			8,150,290.00	8,380,385.00	2.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	8,150,290.00	8,380,385.00	2.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	7,785,461.55		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			7,785,461.55		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			7,785,461.55		

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	780,750.00	500,000.00	-36.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	69,650.00	70,000.00	0.5%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees					
		8681	1,500,000.00	250,000.00	-83.3%
Other Local Revenue					
All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,350,400.00	820,000.00	-65.1%
TOTAL, REVENUES			2,350,400.00	820,000.00	-65.1%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	116,249.00	116,249.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			116,249.00	116,249.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	25,000.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			25,000.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	172,910.00	158,256.00	-8.5%
Other Debt Service - Principal		7439	301,600.00	315,400.00	4.6%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			474,510.00	473,656.00	-0.2%
TOTAL, EXPENDITURES			615,759.00	589,905.00	-4.2%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,350,400.00	820,000.00	-65.1%
5) TOTAL, REVENUES			2,350,400.00	820,000.00	-65.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		141,249.00	116,249.00	-17.7%
9) Other Outgo	9000-9999	Except 7600-7699	474,510.00	473,656.00	-0.2%
10) TOTAL, EXPENDITURES			615,759.00	589,905.00	-4.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,734,641.00	230,095.00	-86.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,734,641.00	230,095.00	-86.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,415,649.00	8,150,290.00	27.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,415,649.00	8,150,290.00	27.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,415,649.00	8,150,290.00	27.0%
2) Ending Balance, June 30 (E + F1e)			8,150,290.00	8,380,385.00	2.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			8,150,290.00	8,380,385.00	2.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2017-18 Estimated Actuals</u>	<u>2018-19 Budget</u>
9010	Other Restricted Local	8,150,290.00	8,380,385.00
Total, Restricted Balance		<u>8,150,290.00</u>	<u>8,380,385.00</u>

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	39,300.00	95,000.00	141.7%
5) TOTAL, REVENUES			39,300.00	95,000.00	141.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			39,300.00	95,000.00	141.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	3,300,000.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,300,000.00)	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,260,700.00)	95,000.00	-102.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	9,270,436.00	6,009,736.00	-35.2%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			9,270,436.00	6,009,736.00	-35.2%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			9,270,436.00	6,009,736.00	-35.2%
2) Ending Balance, June 30 (E + F1e)					
			6,009,736.00	6,104,736.00	1.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	6,009,736.00	6,104,736.00	1.6%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	9,318,752.85		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			9,318,752.85		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			9,318,752.85		

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	39,300.00	95,000.00	141.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			39,300.00	95,000.00	141.7%
TOTAL, REVENUES			39,300.00	95,000.00	141.7%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	3,300,000.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			3,300,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(3,300,000.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	39,300.00	95,000.00	141.7%
5) TOTAL, REVENUES			39,300.00	95,000.00	141.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			39,300.00	95,000.00	141.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	3,300,000.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(3,300,000.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,260,700.00)	95,000.00	-102.9%	
F. FUND BALANCE, RESERVES						
1) Beginning Fund Balance						
a) As of July 1 - Unaudited			9791	9,270,436.00	6,009,736.00	-35.2%
b) Audit Adjustments			9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)				9,270,436.00	6,009,736.00	-35.2%
d) Other Restatements			9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)				9,270,436.00	6,009,736.00	-35.2%
2) Ending Balance, June 30 (E + F1e)				6,009,736.00	6,104,736.00	1.6%
Components of Ending Fund Balance						
a) Nonspendable						
Revolving Cash			9711	0.00	0.00	0.0%
Stores			9712	0.00	0.00	0.0%
Prepaid Items			9713	0.00	0.00	0.0%
All Others			9719	0.00	0.00	0.0%
b) Restricted			9740	6,009,736.00	6,104,736.00	1.6%
c) Committed						
Stabilization Arrangements			9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)			9760	0.00	0.00	0.0%
d) Assigned						
Other Assignments (by Resource/Object)			9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated						
Reserve for Economic Uncertainties			9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount			9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2017-18 Estimated Actuals</u>	<u>2018-19 Budget</u>
7710	State School Facilities Projects	6,009,736.00	6,104,736.00
Total, Restricted Balance		<u>6,009,736.00</u>	<u>6,104,736.00</u>

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	84,859.00	115,520.00	36.1%
4) Other Local Revenue		8600-8799	10,200,362.00	14,356,602.00	40.7%
5) TOTAL, REVENUES			10,285,221.00	14,472,122.00	40.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	15,505,993.00	15,849,866.00	2.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			15,505,993.00	15,849,866.00	2.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(5,220,772.00)	(1,377,744.00)	-73.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,220,772.00)	(1,377,744.00)	-73.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,577,762.00	14,356,990.00	-26.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,577,762.00	14,356,990.00	-26.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,577,762.00	14,356,990.00	-26.7%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	14,356,990.00	12,979,246.00	-9.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	15,388,086.96		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			15,388,086.96		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			15,388,086.96		

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	84,859.00	115,520.00	36.1%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			84,859.00	115,520.00	36.1%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll		8611	10,139,362.00	13,778,842.00	35.9%
Unsecured Roll		8612	0.00	495,760.00	New
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	61,000.00	82,000.00	34.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			10,200,362.00	14,356,602.00	40.7%
TOTAL, REVENUES			10,285,221.00	14,472,122.00	40.7%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	4,891,641.00	4,597,107.00	-6.0%
Bond Interest and Other Service Charges		7434	10,614,352.00	11,252,759.00	6.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Prncpal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			15,505,993.00	15,849,866.00	2.2%
TOTAL, EXPENDITURES			15,505,993.00	15,849,866.00	2.2%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	84,859.00	115,520.00	36.1%
4) Other Local Revenue		8600-8799	10,200,362.00	14,356,602.00	40.7%
5) TOTAL, REVENUES			10,285,221.00	14,472,122.00	40.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	15,505,993.00	15,849,866.00	2.2%
10) TOTAL, EXPENDITURES			15,505,993.00	15,849,866.00	2.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(5,220,772.00)	(1,377,744.00)	-73.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,220,772.00)	(1,377,744.00)	-73.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	19,577,762.00	14,356,990.00	-26.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			19,577,762.00	14,356,990.00	-26.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			19,577,762.00	14,356,990.00	-26.7%
2) Ending Balance, June 30 (E + F1e)			14,356,990.00	12,979,246.00	-9.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	14,356,990.00	12,979,246.00	-9.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2017-18 Estimated Actuals</u>	<u>2018-19 Budget</u>
9010	Other Restricted Local	14,356,990.00	12,979,246.00
Total, Restricted Balance		<u>14,356,990.00</u>	<u>12,979,246.00</u>

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,144,900.00	4,421,078.00	6.7%
5) TOTAL, REVENUES			4,144,900.00	4,421,078.00	6.7%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,601,100.00	3,298,044.00	-8.4%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,601,100.00	3,298,044.00	-8.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			543,800.00	1,123,034.00	106.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			543,800.00	1,123,034.00	106.5%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	8,537,734.00	9,081,534.00	6.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,537,734.00	9,081,534.00	6.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			8,537,734.00	9,081,534.00	6.4%
2) Ending Net Position, June 30 (E + F1e)			9,081,534.00	10,204,568.00	12.4%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	9,081,534.00	10,204,568.00	12.4%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	5,302,924.93		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			5,302,924.93		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			5,302,924.93		

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	44,900.00	67,740.00	50.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	4,100,000.00	4,353,338.00	6.2%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,144,900.00	4,421,078.00	6.7%
TOTAL, REVENUES			4,144,900.00	4,421,078.00	6.7%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,601,100.00	3,298,044.00	-8.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,601,100.00	3,298,044.00	-8.4%
TOTAL, EXPENSES			3,601,100.00	3,298,044.00	-8.4%

Description	Resource Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,144,900.00	4,421,078.00	6.7%
5) TOTAL, REVENUES			4,144,900.00	4,421,078.00	6.7%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		3,601,100.00	3,298,044.00	-8.4%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			3,601,100.00	3,298,044.00	-8.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			543,800.00	1,123,034.00	106.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2017-18 Estimated Actuals	2018-19 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			543,800.00	1,123,034.00	106.5%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	8,537,734.00	9,081,534.00	6.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,537,734.00	9,081,534.00	6.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			8,537,734.00	9,081,534.00	6.4%
2) Ending Net Position, June 30 (E + F1e)			9,081,534.00	10,204,568.00	12.4%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	9,081,534.00	10,204,568.00	12.4%
c) Unrestricted Net Position		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2017-18 Estimated Actuals</u>	<u>2018-19 Budget</u>
9010	Other Restricted Local	9,081,534.00	10,204,568.00
Total, Restricted Net Position		<u>9,081,534.00</u>	<u>10,204,568.00</u>

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2015-16)				
District Regular	16,400	16,360		
Charter School				
Total ADA	16,400	16,360	0.2%	Met
Second Prior Year (2016-17)				
District Regular	16,363	16,173		
Charter School				
Total ADA	16,363	16,173	1.2%	Not Met
First Prior Year (2017-18)				
District Regular	16,173	15,984		
Charter School		0		
Total ADA	16,173	15,984	1.2%	Not Met
Budget Year (2018-19)				
District Regular	15,984			
Charter School	0			
Total ADA	15,984			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Funded ADA was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

District ADA projections at 2017-18 Adopted Budget were based on flat enrollment and historical ADA-to-Enrollment ratio. Actual enrollment, and therefore actual ADA, has come in less by about 200. This is an unanticipated decrease due to loss in local farming jobs and new home growth in neighboring districts.

1b. STANDARD NOT MET - Funded ADA was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting funded ADA, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

District ADA projections at both 2016-17 and 2017-18 Adopted Budget were based on flat enrollment and historical ADA-to-Enrollment ratio. Actual enrollment, and therefore actual ADA, has come in less by about 200. This is an unanticipated decrease due to loss in local farming jobs and new home growth in neighboring districts.

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2015-16)				
District Regular	17,169	16,918		
Charter School				
Total Enrollment	17,169	16,918	1.5%	Not Met
Second Prior Year (2016-17)				
District Regular	16,914	16,822		
Charter School				
Total Enrollment	16,914	16,822	0.5%	Met
First Prior Year (2017-18)				
District Regular	16,820	16,598		
Charter School				
Total Enrollment	16,820	16,598	1.3%	Not Met
Budget Year (2018-19)				
District Regular	16,530			
Charter School				
Total Enrollment	16,530			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Enrollment was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

District enrollment projection at 2017-18 Adopted Budget was based on flat enrollment (no growth/no loss); yet the actual enrollment decreased in the fall. This continued unanticipated decrease is attributed to loss in local farming jobs and new home growth in neighboring districts.

- 1b. STANDARD NOT MET - Enrollment was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

In 2015/16, enrollment projections at Adopted Budget time assumed continued growth as experienced in prior years, which was not realized in the fall. In 2017/18, Adopted Budget projected flat enrollment, yet enrollment again decreased in the fall. For 2018/19, the projection is for a slight decrease in enrollment.

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2015-16)			
District Regular	16,359	16,918	
Charter School		0	
Total ADA/Enrollment	16,359	16,918	96.7%
Second Prior Year (2016-17)			
District Regular	16,173	16,822	
Charter School			
Total ADA/Enrollment	16,173	16,822	96.1%
First Prior Year (2017-18)			
District Regular	15,984	16,598	
Charter School	0		
Total ADA/Enrollment	15,984	16,598	96.3%
		Historical Average Ratio:	96.4%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	96.9%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2018-19)				
District Regular	15,984	16,530		
Charter School	0			
Total ADA/Enrollment	15,984	16,530	96.7%	Met
1st Subsequent Year (2019-20)				
District Regular	15,984	16,530		
Charter School				
Total ADA/Enrollment	15,984	16,530	96.7%	Met
2nd Subsequent Year (2020-21)				
District Regular	15,984	16,530		
Charter School				
Total ADA/Enrollment	15,984	16,530	96.7%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)¹ and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA¹ and its economic recovery target payment, plus or minus one percent.

¹Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter LCFF Target amounts for the budget and two subsequent fiscal years. Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2d. All other data is calculated.

Projected LCFF Revenue

Has the District reached its LCFF target funding level?

If Yes, then COLA amount in Line 2b2 is used in Line 2e Total calculation.
If No, then Gap Funding in Line 2c is used in Line 2e Total calculation.
Note: For 2018-19 transitional year, both COLA and Gap will be included in Line 2e Total calculation.

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
LCFF Target (Reference Only)	171,405,311.00	174,155,221.00	178,384,035.00
Step 1 - Change in Population			
a. ADA (Funded) (Form A, lines A6 and C4)	16,042.47	16,042.47	16,042.47
b. Prior Year ADA (Funded)	16,042.47	16,042.47	16,042.47
c. Difference (Step 1a minus Step 1b)	0.00	0.00	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)	0.00%	0.00%	0.00%
Step 2 - Change in Funding Level			
a. Prior Year LCFF Funding	162,034,498.00	171,405,311.00	174,155,221.00
b1. COLA percentage (if district is at target)	3.00%	2.57%	2.67%
b2. COLA amount (proxy for purposes of this criterion)	4,861,034.94	4,405,116.49	4,649,944.40
c. Gap Funding (if district is not at target)			
d. Economic Recovery Target Funding (current year increment)			
e. Total (Lines 2b2 or 2c, as applicable, plus Line 2d)	4,861,034.94	4,405,116.49	4,649,944.40
f. Percent Change Due to Funding Level (Step 2e divided by Step 2a)	3.00%	2.57%	2.67%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2f)	3.00%	2.57%	2.67%
LCFF Revenue Standard (Step 3, plus/minus 1%):	2.00% to 4.00%	1.57% to 3.57%	1.67% to 3.67%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2017-18)	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	22,353,829.00	24,864,405.00	24,864,405.00	24,864,405.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Necessary Small School Standard (Gap Funding or COLA, plus Economic Recovery Target Payment, Step 2f, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2017-18)	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	162,034,498.00	171,405,311.00	174,115,221.00	178,384,035.00
District's Projected Change in LCFF Revenue:		5.78%	1.58%	2.45%
LCFF Revenue Standard:		2.00% to 4.00%	1.57% to 3.57%	1.67% to 3.67%
Status:		Not Met	Met	Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

Increase in 2018-19 LCFF Revenue is due to full implementation and Gap Funding by the State in 2018-19.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2015-16)	117,967,070.84	138,239,663.28	85.3%
Second Prior Year (2016-17)	128,803,400.36	155,557,924.75	82.8%
First Prior Year (2017-18)	128,179,555.00	160,969,797.00	79.6%
	Historical Average Ratio:		82.6%

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	79.6% to 85.6%	79.6% to 85.6%	79.6% to 85.6%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2018-19)	122,454,411.00	146,952,510.00	83.3%	Met
1st Subsequent Year (2019-20)	126,146,347.00	151,079,681.00	83.5%	Met
2nd Subsequent Year (2020-21)	129,018,474.00	154,395,746.00	83.6%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	3.00%	2.57%	2.67%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-7.00% to 13.00%	-7.43% to 12.57%	-7.33% to 12.67%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-2.00% to 8.00%	-2.43% to 7.57%	-2.33% to 7.67%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2017-18)	14,199,256.00		
Budget Year (2018-19)	9,076,398.00	-36.08%	Yes
1st Subsequent Year (2019-20)	9,167,162.00	1.00%	No
2nd Subsequent Year (2020-21)	9,258,834.00	1.00%	No

Explanation:
(required if Yes)

Decrease in Federal Revenue is due to the finalization of two federal grants, the Magnet Schools Assistance Program (MSAP - Resource 5811) grant, and the Elementary and Secondary Counseling Grant (Resource 5812). FY 2017-18 is the last year in which the District received revenue for these programs.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2017-18)	13,426,415.00		
Budget Year (2018-19)	14,415,195.00	7.36%	No
1st Subsequent Year (2019-20)	8,972,955.00	-37.75%	Yes
2nd Subsequent Year (2020-21)	9,029,690.00	0.63%	No

Explanation:
(required if Yes)

In 2017-18 and 2018-19, the District received, or expects to receive, significant one-time funding as part of Prop 98 funding. The District does not assume receiving the same level of one-time funding in the subsequent years.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2017-18)	8,930,610.00		
Budget Year (2018-19)	8,682,012.00	-2.78%	Yes
1st Subsequent Year (2019-20)	8,671,115.00	-0.13%	No
2nd Subsequent Year (2020-21)	8,671,115.00	0.00%	No

Explanation:
(required if Yes)

The District is experiencing a decrease in local Special Education SELPA revenue from the county office for 2018-19. Additionally, the District regularly receives local donation revenue that is not budgeted until received.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2017-18)	20,267,032.00		
Budget Year (2018-19)	13,443,678.00	-33.67%	Yes
1st Subsequent Year (2019-20)	13,543,165.00	0.74%	No
2nd Subsequent Year (2020-21)	13,649,721.00	0.79%	No

Explanation:
(required if Yes)

The District implemented expenditure cuts in the 2018-19 Adopted Budget, in order to curtail deficit spending. In addition, FY 2017-18 includes expenditures from two federal grants (MSAP and Counseling, mentioned in comment for 6B above), which will not continue into 2018-19 and subsequent years.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2017-18)	26,463,124.00		
Budget Year (2018-19)	21,620,426.00	-18.30%	Yes
1st Subsequent Year (2019-20)	21,633,568.00	0.06%	No
2nd Subsequent Year (2020-21)	21,659,549.00	0.12%	No

Explanation:
(required if Yes)

The District implemented expenditure cuts in the 2018-19 Adopted Budget, in order to curtail deficit spending. In addition, FY 2017-18 includes expenditures from two federal grants (MSAP and Counseling, mentioned in comment for 6B above), which will not continue into 2018-19 and subsequent years.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2017-18)	36,556,281.00		
Budget Year (2018-19)	32,173,605.00	-11.99%	Not Met
1st Subsequent Year (2019-20)	26,811,232.00	-16.67%	Not Met
2nd Subsequent Year (2020-21)	26,959,639.00	0.55%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2017-18)	48,730,156.00		
Budget Year (2018-19)	35,064,104.00	-24.96%	Not Met
1st Subsequent Year (2019-20)	35,176,733.00	0.32%	Met
2nd Subsequent Year (2020-21)	35,309,270.00	0.38%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Federal Revenue (linked from 6B if NOT met)	Decrease in Federal Revenue is due to the finalization of two federal grants, the Magnet Schools Assistance Program (MSAP - Resource 5811) grant, and the Elementary and Secondary Counseling Grant (Resource 5812). FY 2017-18 is the last year in which the District received revenue for these programs.
Explanation: Other State Revenue (linked from 6B if NOT met)	In 2017-18 and 2018-19, the District received, or expects to receive, significant one-time funding as part of Prop 98 funding. The District does not assume receiving the same level of one-time funding in the subsequent years.
Explanation: Other Local Revenue (linked from 6B if NOT met)	The District is experiencing a decrease in local Special Education SELPA revenue from the county office for 2018-19. Additionally, the District regularly receives local donation revenue that is not budgeted until received.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Books and Supplies (linked from 6B if NOT met)	The District implemented expenditure cuts in the 2018-19 Adopted Budget, in order to curtail deficit spending. In addition, FY 2017-18 includes expenditures from two federal grants (MSAP and Counseling, mentioned in comment for 6B above), which will not continue into 2018-19 and subsequent years.
Explanation: Services and Other Exps (linked from 6B if NOT met)	The District implemented expenditure cuts in the 2018-19 Adopted Budget, in order to curtail deficit spending. In addition, FY 2017-18 includes expenditures from two federal grants (MSAP and Counseling, mentioned in comment for 6B above), which will not continue into 2018-19 and subsequent years.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: The Proposition 51 school facility program requires the district to deposit a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year (as EC Section 17070.75 read on January 1, 2015).

For all other school facility programs, AB 104 (Chapter 13, Statutes of 2015, effective January 1, 2016) requires the district to deposit into the account, for the 2017-18 to 2019-20 fiscal years, a minimum that is the greater of the following amounts:

- A. The lesser of three percent of the total general fund expenditures and other financing uses for that fiscal year or the amount that the district deposited into the account for the 2014-15 fiscal year; or
- B. Two percent of the total general fund expenditures and other financing uses for that fiscal year.

7A. District's School Facility Program Funding

Indicate which School Facility Program funding applies:

Proposition 51 Only

Proposition 51 and All Other School Facility Programs

All Other School Facility Programs Only

Funding Selection: All Other School Facility Programs Only

7B. Calculating the District's Required Minimum Contribution

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

Note: If "Proposition 51 and All Other School Facility Programs" is selected, then Line 2 will be used to calculate the required minimum contribution.

- 1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? Yes
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223) 0.00

2. Proposition 51 Required Minimum Contribution

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	196,109,963.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution ¹ to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	196,109,963.00	5,883,298.89	5,885,428.00	N/A

3. All Other School Facility Programs Required Minimum Contribution

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	196,109,963.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		3% of Total Current Year General Fund Expenditures and Other Financing Uses (Line 3c times 3%)	Amount Deposited ¹ for 2014-15 Fiscal Year	Lesser of: 3% or 2014-15 amount
c. Net Budgeted Expenditures and Other Financing Uses	196,109,963.00	5,883,298.89	4,683,986.00	4,683,986.00

d. Required Minimum Contribution

2% of Total Current Year General Fund Expenditures and Other Financing Uses (Line 3c times 2%)	Required Minimum Contribution/ Greater of: Lesser of 3% or 2014-15 amount or 2%
3,922,199.26	4,683,986.00

Budgeted Contribution ¹
to the Ongoing and Major
Maintenance Account

Status

5,885,428.00	Met
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e. OMMA/RMA Contribution

¹ Fund 01, Resource 8150, Objects 8900-8999

4. Required Minimum Contribution

4,683,986.00

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2015-16)	Second Prior Year (2016-17)	First Prior Year (2017-18)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	5,422,343.00	5,995,638.00	6,749,579.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	12,637,701.65	14,981,734.33	4,958,332.75
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	18,060,044.65	20,977,372.33	11,707,911.75
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	180,744,766.67	199,854,599.97	224,985,952.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	180,744,766.67	199,854,599.97	224,985,952.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	10.0%	10.5%	5.2%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	3.3%	3.5%	1.7%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2015-16)	20,223,325.92	138,905,655.42	N/A	Met
Second Prior Year (2016-17)	17,181.29	155,723,564.36	N/A	Met
First Prior Year (2017-18)	(18,030,833.00)	161,216,880.00	11.2%	Not Met
Budget Year (2018-19) (Information only)	7,488,951.00	149,208,788.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

The District experienced planned deficit spending in the 2017-18 year, due to ongoing increases in required employer retirement contributions and significant unexpected Special Education expenses. The District has identified expenditure cuts in 2018-19 and subsequent years, to curtail deficit spending.

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2015-16)	11,110,515.00	15,370,273.72	N/A	Met
Second Prior Year (2016-17)	11,627,553.00	34,845,357.64	N/A	Met
First Prior Year (2017-18)	17,787,280.00	34,004,257.75	N/A	Met
Budget Year (2018-19) (Information only)	15,973,424.75			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$67,000 (greater of)	0	to	300
4% or \$67,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	15,984	15,984	15,984
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
 - a. Enter the name(s) of the SELPA(s): _____

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	196,109,963.00	201,018,966.00	204,889,719.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	196,109,963.00	201,018,966.00	204,889,719.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	5,883,298.89	6,030,568.98	6,146,691.57
6. Reserve Standard - by Amount (\$67,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	5,883,298.89	6,030,568.98	6,146,691.57

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	5,883,299.00	6,031,676.00	6,147,740.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	4,765,150.75	15,720,041.75	16,229,562.75
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	(1,409,182.00)	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	10,648,449.75	20,342,535.75	22,377,302.75
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	5.43%	10.12%	10.92%
District's Reserve Standard (Section 10B, Line 7):	5,883,298.89	6,030,568.98	6,146,691.57
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year will be extracted. For Transfers In and Transfers Out, enter data in the First Prior Year. If Form MYP exists, the data will be extracted for the Budget Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Budget Year, 1st and 2nd subsequent Years. Click the appropriate button for item 1d; all other data will be calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2017-18)	(26,461,077.00)			
Budget Year (2018-19)	(25,041,862.00)	(1,419,215.00)	-5.4%	Met
1st Subsequent Year (2019-20)	(25,044,900.00)	3,038.00	0.0%	Met
2nd Subsequent Year (2020-21)	(25,931,406.00)	886,506.00	3.5%	Met
1b. Transfers In, General Fund *				
First Prior Year (2017-18)	0.00			
Budget Year (2018-19)	0.00	0.00	0.0%	Met
1st Subsequent Year (2019-20)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2020-21)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2017-18)	247,083.00			
Budget Year (2018-19)	2,256,278.00	2,009,195.00	813.2%	Not Met
1st Subsequent Year (2019-20)	2,256,278.00	0.00	0.0%	Met
2nd Subsequent Year (2020-21)	2,256,278.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**
Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

- 1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

The District has reinstated use of Fund 140, Deferred Maintenance, for the Budget year 2018-19 and subsequent years, and contributes \$1.5 million to Fund 140 each year. The District has also projected increased transfers out (contribution) to Fund 130, Cafeteria, for the Budget year 2018-19 and subsequent years.

- 1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)

Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2018
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	10	General Fund	General Fund	3,668,670
Certificates of Participation	29	Developer Fee/General Fund	Developer Fee/General Fund	11,489,400
General Obligation Bonds	28	Debt Service	Debt Service	252,902,147
Supp Early Retirement Program	4	General Fund	General Fund	3,254,272
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2018
TOTAL:				271,314,489

Type of Commitment (continued)	Prior Year (2017-18) Annual Payment (P & I)	Budget Year (2018-19) Annual Payment (P & I)	1st Subsequent Year (2019-20) Annual Payment (P & I)	2nd Subsequent Year (2020-21) Annual Payment (P & I)
Capital Leases	410,958	399,297	402,454	407,017
Certificates of Participation	634,510	633,656	631,854	634,096
General Obligation Bonds	15,505,993	15,667,197	15,765,425	15,791,519
Supp Early Retirement Program	813,568	813,568	813,568	813,568
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2017-18) Annual Payment (P & I)	Budget Year (2018-19) Annual Payment (P & I)	1st Subsequent Year (2019-20) Annual Payment (P & I)	2nd Subsequent Year (2020-21) Annual Payment (P & I)
Total Annual Payments:	17,365,029	17,513,718	17,613,301	17,646,200

Has total annual payment increased over prior year (2017-18)? **Yes** **Yes** **Yes**

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(required if Yes
to increase in total
annual payments)

Annual payments have increased due to (1) the passage of a new local facilities bond measure passed in November 2016 with bond issuance in March 2017, and (2) a supplementary early retirement incentive plan offered in May 2017

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2.

No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2. For the district's OPEB:
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Eligible retired employees have benefits to age 69.

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	0	5,028,878

4. OPEB Liabilities

a. Total OPEB liability	87,124,706.00
b. OPEB plan(s) fiduciary net position (if applicable)	8,537,734.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	78,586,972.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the date of the OPEB valuation	Jun 30, 2017

5. OPEB Contributions

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	4,723,068.00	4,631,577.00	4,631,577.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	4,723,068.00	4,631,577.00	4,631,577.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	3,554,054.00	3,877,481.00	4,212,966.00
d. Number of retirees receiving OPEB benefits	293	293	293

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in Item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

--

3. Self-insurance Liabilities
 a. Accrued liability for self-insurance programs
 b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions
 a. Required contribution (funding) for self-insurance programs
 b. Amount contributed (funded) for self-insurance programs

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2017-18)	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Number of certificated (non-management) full-time-equivalent (FTE) positions	903.4	843.2	843.2	843.2

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations with the two Certificated (non-management) bargaining units are not settled for the 2018-19 budget year.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

No

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

No

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date: End Date:

5. Salary settlement:

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	No	No	No

One Year Agreement

Total cost of salary settlement			
% change in salary schedule from prior year or			

Multiyear Agreement

Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

822,546

7. Amount included for any tentative salary schedule increases

Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Yes	Yes	Yes
10,105,255	10,105,255	10,105,255
capped @ \$14,347	capped @ \$14,347	capped @ \$14,347
0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

Yes		
796,359		

Cost of a 1% salary increase fr FY 2017-18, effective July 1, 2017.

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Yes	Yes	Yes
1,069,269	1,085,308	1,101,587
1.5%	1.5%	1.5%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2017-18)	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Number of classified (non-management) FTE positions	718.7	708.9	708.9	708.9

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?
If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

No

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations with the Classified bargaining unit are not settled for the 2018-19 budget year.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

293,595

7. Amount included for any tentative salary schedule increases

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Yes	Yes	Yes
3,465,885	3,465,885	3,465,885
capped @ \$11,358	capped @ \$11,358	capped @ \$11,358
0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

Yes		
282,760		

Cost of a 1% salary increase for FY 2017-18, effective July 1, 2017.

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Yes	Yes	Yes
467,438	474,449	481,566
1.5%	1.5%	1.5%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2017-18)	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Number of management, supervisor, and confidential FTE positions	82.0	81.0	81.0	81.0

Management/Supervisor/Confidential Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

Negotiations with Management, Supervisory, and Confidential employees are not settled for the 2018-19 budget year.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Total cost of salary settlement			
% change in salary schedule from prior year			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

110,268

4. Amount included for any tentative salary schedule increases

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	745,278	745,278	745,278
Percent of H&W cost paid by employer	capped @ \$11,726	capped @ \$11,726	capped @ \$11,726
Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments	147,154	149,361	151,601
Percent change in step & column over prior year	1.5%	1.5%	1.5%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2018-19)	1st Subsequent Year (2019-20)	2nd Subsequent Year (2020-21)
Are costs of other benefits included in the budget and MYPs?	Yes	Yes	Yes
Total cost of other benefits			
Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in Item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?

2. Approval date for adoption of the LCAP or approval of an update to the LCAP.

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services and Expenditures?

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?

- A2. Is the system of personnel position control independent from the payroll system?

- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?

- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

- A7. Is the district's financial system independent of the county office system?

- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)

- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A6: District offers uncapped health benefits to vested retirees hired prior to 2012 and to age 69.

End of School District Budget Criteria and Standards Review

SACS2018 Financial Reporting Software - 2018.1.0
6/12/2018 5:36:11 PM

56-72538-0000000

July 1 Budget
2017-18 Estimated Actuals
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

SACS2018 Financial Reporting Software - 2018.1.0
6/12/2018 5:35:29 PM

56-72538-0000000

July 1 Budget
2018-19 Budget
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed:

Description	Object Codes	2018-19 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	171,405,311.00	1.58%	174,115,221.00	2.45%	178,384,035.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	8,797,890.00	-62.50%	3,299,477.00	0.00%	3,299,477.00
4. Other Local Revenues	8600-8799	1,536,400.00	-0.71%	1,525,503.00	0.00%	1,525,503.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(25,041,862.00)	0.01%	(25,044,900.00)	3.60%	(25,946,461.00)
6. Total (Sum lines A1 thru A5c)		156,697,739.00	-1.79%	153,895,301.00	2.19%	157,262,554.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				67,057,545.00		68,063,408.00
b. Step & Column Adjustment				1,005,863.00		1,020,951.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	67,057,545.00	1.50%	68,063,408.00	1.50%	69,084,359.00
2. Classified Salaries						
a. Base Salaries				20,070,220.00		20,371,273.00
b. Step & Column Adjustment				301,053.00		305,569.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	20,070,220.00	1.50%	20,371,273.00	1.50%	20,676,842.00
3. Employee Benefits	3000-3999	35,326,646.00	6.75%	37,711,666.00	4.10%	39,257,273.00
4. Books and Supplies	4000-4999	10,055,933.00	2.00%	10,257,052.00	2.00%	10,462,193.00
5. Services and Other Operating Expenditures	5000-5999	13,235,085.00	2.00%	13,499,787.00	2.00%	13,769,782.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,736,397.00	0.00%	2,736,397.00	0.00%	2,736,397.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,529,316.00)	2.00%	(1,559,902.00)	2.00%	(1,591,100.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	2,256,278.00	0.00%	2,256,278.00	0.00%	2,256,278.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		149,208,788.00	2.77%	153,335,959.00	2.16%	156,652,024.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		7,488,951.00		559,342.00		610,530.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1c)		15,973,424.75		23,462,375.75		24,021,717.75
2. Ending Fund Balance (Sum lines C and D1)		23,462,375.75		24,021,717.75		24,632,247.75
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	12,693,926.00		2,150,000.00		2,150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,883,299.00		6,031,676.00		6,147,740.00
2. Unassigned/Unappropriated	9790	4,765,150.75		15,720,041.75		16,214,507.75
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		23,462,375.75		24,021,717.75		24,632,247.75

Description	Object Codes	2018-19 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,883,299.00		6,031,676.00		6,147,740.00
c. Unassigned/Unappropriated	9790	4,765,150.75		15,720,041.75		16,214,507.75
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		10,648,449.75		21,751,717.75		22,362,247.75
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2018-19 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	9,076,398.00	1.00%	9,167,162.00	1.00%	9,258,834.00
3. Other State Revenues	8300-8599	5,617,305.00	1.00%	5,673,478.00	1.00%	5,730,213.00
4. Other Local Revenues	8600-8799	7,145,612.00	0.00%	7,145,612.00	0.00%	7,145,612.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	25,041,862.00	0.01%	25,044,900.00	3.60%	25,946,461.00
6. Total (Sum lines A1 thru A5c)		46,881,177.00	0.32%	47,031,152.00	2.23%	48,081,120.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				14,645,440.00		14,865,122.00
b. Step & Column Adjustment				219,682.00		222,977.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	14,645,440.00	1.50%	14,865,122.00	1.50%	15,088,099.00
2. Classified Salaries						
a. Base Salaries				10,590,481.00		10,749,338.00
b. Step & Column Adjustment				158,857.00		161,240.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	10,590,481.00	1.50%	10,749,338.00	1.50%	10,910,578.00
3. Employee Benefits	3000-3999	8,729,716.00	10.20%	9,620,055.00	5.59%	10,158,222.00
4. Books and Supplies	4000-4999	3,387,745.00	-3.00%	3,286,113.00	-3.00%	3,187,528.00
5. Services and Other Operating Expenditures	5000-5999	8,385,341.00	-3.00%	8,133,781.00	-3.00%	7,889,767.00
6. Capital Outlay	6000-6999	300,008.00	-35.99%	192,027.00	0.00%	192,027.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	862,444.00	-3.00%	836,571.00	-3.00%	811,474.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		46,901,175.00	1.67%	47,683,007.00	1.16%	48,237,695.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(19,998.00)		(651,855.00)		(156,575.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		828,428.00		808,430.00		156,575.00
2. Ending Fund Balance (Sum lines C and D1)		808,430.00		156,575.00		0.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	808,430.00		156,575.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		808,430.00		156,575.00		0.00

Description	Object Codes	2018-19 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2018-19 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	171,405,311.00	1.58%	174,115,221.00	2.45%	178,384,035.00
2. Federal Revenues	8100-8299	9,076,398.00	1.00%	9,167,162.00	1.00%	9,258,834.00
3. Other State Revenues	8300-8599	14,415,195.00	-37.75%	8,972,955.00	0.63%	9,029,690.00
4. Other Local Revenues	8600-8799	8,682,012.00	-0.13%	8,671,115.00	0.00%	8,671,115.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		203,578,916.00	-1.30%	200,926,453.00	2.20%	205,343,674.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				81,702,985.00		82,928,530.00
b. Step & Column Adjustment				1,225,545.00		1,243,928.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	81,702,985.00	1.50%	82,928,530.00	1.50%	84,172,458.00
2. Classified Salaries						
a. Base Salaries				30,660,701.00		31,120,611.00
b. Step & Column Adjustment				459,910.00		466,809.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	30,660,701.00	1.50%	31,120,611.00	1.50%	31,587,420.00
3. Employee Benefits	3000-3999	44,056,362.00	7.43%	47,331,721.00	4.40%	49,415,495.00
4. Books and Supplies	4000-4999	13,443,678.00	0.74%	13,543,165.00	0.79%	13,649,721.00
5. Services and Other Operating Expenditures	5000-5999	21,620,426.00	0.06%	21,633,568.00	0.12%	21,659,549.00
6. Capital Outlay	6000-6999	300,008.00	-35.99%	192,027.00	0.00%	192,027.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,736,397.00	0.00%	2,736,397.00	0.00%	2,736,397.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(666,872.00)	8.47%	(723,331.00)	7.78%	(779,626.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	2,256,278.00	0.00%	2,256,278.00	0.00%	2,256,278.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		196,109,963.00	2.50%	201,018,966.00	1.93%	204,889,719.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		7,468,953.00		(92,513.00)		453,955.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		16,801,852.75		24,270,805.75		24,178,292.75
2. Ending Fund Balance (Sum lines C and D1)		24,270,805.75		24,178,292.75		24,632,247.75
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	808,430.00		156,575.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	12,693,926.00		2,150,000.00		2,150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,883,299.00		6,031,676.00		6,147,740.00
2. Unassigned/Unappropriated	9790	4,765,150.75		15,720,041.75		16,214,507.75
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		24,270,805.75		24,178,292.75		24,632,247.75

Description	Object Codes	2018-19 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,883,299.00		6,031,676.00		6,147,740.00
c. Unassigned/Unappropriated	9790	4,765,150.75		15,720,041.75		16,214,507.75
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		10,648,449.75		21,751,717.75		22,362,247.75
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		5.43%		10.82%		10.91%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?		Yes				
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		15,983.76		15,983.76		15,983.76
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		196,109,963.00		201,018,966.00		204,889,719.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		196,109,963.00		201,018,966.00		204,889,719.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		5,883,298.89		6,030,568.98		6,146,691.57
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		5,883,298.89		6,030,568.98		6,146,691.57
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/20/18

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 1st Reading _____ X 2nd Reading _____

Approval of Amendment #001 to Construction Services Agreement #17-41 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Bernards to provide Lease-Lease-Back Construction Services for the McKinna K-5 Reconstruction Project (Penanhoat/Fateh/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan, adopted in January 2013, calls for the construction of the McKinna K-5 School (“Project”). The Project includes campus site development and the construction of five (5) new buildings: Administration, Multi-Purpose, LRC, Classroom, and Kindergarten. The new facilities will provide for a complete K-5 educational program.

Final DSA Approval for the Project was secured on 3/15/2018. The number assigned by DSA to the Project is **03-118371**.

Proposals for the McKinna K-5 Reconstruction Project were requested from the District’s pre-approved Lease Lease-back contractors soon after. Of the five (5) Pre-Approved Firms that were present for the job walk only Bernards delivered a response to the Request for Proposal.

This Agenda Item recommends Board approval of the negotiated GMP and execution of the attached Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Bernards to complete the Work identified in the architectural drawings for the McKinna K-5 Reconstruction Project.

The “GMP” for the Project shall be **Twenty-Eight Million Three Hundred Nineteen Thousand Three Hundred Thirty Eight Dollars and No Cents (\$28,319,338.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Twenty Six Million Seventy Eight Thousand Five Hundred Thirty Three Dollars and No Cents (\$26,078,533.00)** and, (2) a Contractor Contingency in the amount of **Eight Hundred Twenty Four Thousand Eight Hundred Thirty Five Dollars and No Cents (\$824,835)**, and, (3) Sublease Payments in the amount of **\$235,995** per month for **6** months for a total lease value of **One Million Four Hundred Fifteen**

Thousand Nine Hundred Seventy Dollars and No Cents (\$1,415,970.00) pursuant to terms and payment schedule as amended and set forth in the Sublease.

FISCAL IMPACT

The Lease-Lease Agreements provide for the construction of McKinna K-5 Reconstruction Project as reflected in the Dougherty's Architectural plans approved by DSA as No. **03-118371**, for a total Guaranteed Maximum Price ("GMP") of:

Twenty-Eight Million Three Hundred Nineteen Thousand Three Hundred Thirty-Eight Dollars and No Cents (\$28,319,338.00) to be paid out of Master Construct and Implementation Funds.

This amount includes a GMP Contractor Contingency Allocation of: **Eight Hundred Twenty-Four Thousand Eight Hundred Thirty-Five Dollars and No Cents (\$824,835.00)**

The GMP Allocation amount indicated above is included in the total GMP amount. The GMP Contingency is controlled by the District to accommodate scope gaps, unforeseen conditions and/or discrepancies in the plans and specifications (including the Architect's errors and omissions) without requiring an amendment to the GMP.

The Agreements will be funded using the Master Construct & Implementation Funds. All expenditures related to the proposed agreements will be cost coded to McKinna Construction Cost - Main Contractor under Object Code 6270.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Amendment #001 to Construction Services Agreement #17-41 with Bernards to provide Construction Services related to the McKinna K-5 Reconstruct, under the Master Construct & Implementation Funds Program, utilizing the Lease-Leaseback method of delivery, pursuant to Section 17406 of the California Education Code.

ADDITIONAL MATERIAL(S):

Attached:

- *Amendment #001 (31 Pages)*
- *CSA Agreement #17-41, Bernards Bros. Inc. (25 Pages)*

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-41

The Lease Leaseback Agreement (“Agreement”) entered into on June 21st, 2017, by and between the Oxnard School District (“District”) and Bernards, (“Contractor”), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-41 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the McKinna Elementary School Facility (“Project”) for the District’s Master Construct and Implementation Program;

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the “School Facility”); and

WHEREAS, the District desires to construct new facilities and improvements at those portions of the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted 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 District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 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 Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Bernards to construct thru the

completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

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

AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the Agreement:

H. 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 C** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Twenty-Eight Million Three Hundred Nineteen Thousand Three Hundred Thirty Eight Dollars and No Cents (\$28,319,338.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Twenty Six Million Seventy Eight Thousand Five Hundred Thirty Three Dollars and No Cents (\$26,078,533.00)** and, (2) a Contractor Contingency in the amount of **Eight Hundred Twenty Four Thousand Eight Hundred Thirty Five Dollars and No Cents (\$824,835.00)**, and, (3) Sublease Payments in the amount of **\$235,995.00** per month for **6** months for a total lease value of **One Million Four Hundred Fifteen Thousand Nine Hundred Seventy Dollars and No Cents (\$1,415,970.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A and B** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign Jaime Pace as Project Manager/Superintendent for the Project. So long as Jaime Pace remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it 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.

APPROVED:

BERNARDS BROS, INC.:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-41

EXHIBIT A

Scope of Work

DRAWINGS

Plan Sheets Prepared by Dougherty Architects, Arch. Project No. 21710.00, DSA No. 03-118371, DSA Approval 03/15/2018

PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN, MULTI-PURPOSE BUILDING, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in July 2018 and completed in November 2019. **Phase 2**, (demolition of the existing campus and completion of the new sports field shall commence in December 2019 and complete in February 2020. A total duration of five hundred and eighty (580) Calendar Days. The total of the Guaranteed Maximum Price ("GMP") for the Mckinna E.S. Reconstruction Project shall be: **Twenty-Eight Million, Three Hundred and Nineteen Thousand, and Three Hundred and Thirty-Eight Dollars (\$28,319,338.00)**

GENERAL PLAN SHEETS

G000	COVER SHEET	5/7/2018
G001	COVER SHEET	5/7/2018
G002	ABBREVIATIONS, SYMBOLS, AND GENERAL NOTES	2/9/2017
G003	SITE PLAN - CODE ANALYSIS	2/9/2017
G004	SITE PLAN - LOCAL FIRE AUTHORITY	2/9/2017
G101	ADMIN (B1) AND LRC (B3) - FIRST FLOOR CODE ANALYSIS	2/9/2017
G102	CLASSROOMS (B4) - FIRST FLOOR CODE ANALYSIS	2/9/2017
G103	CLASSROOMS (B4) - SECOND FLOOR CODE ANALYSIS	2/9/2017
G104	MPR (B2) - FIRST FLOOR CODE ANALYSIS	2/9/2017
G105	MPR (B2) - SECOND FLOOR CODE ANALYSIS	2/9/2017
G106	KINDERGARTEN (B5) - FIRST FLOOR CODE ANALYSIS	2/9/2017

CIVIL PLAN SHEETS

C001	CIVIL - CONSTRUCTION DOCUMENTS GRADING & DRAINAGE PLANS	5/7/2018
C002	CIVIL - CONSTRUCTION DOCUMENTS GRADING & DRAINAGE PLANS	5/7/2018
C100	CIVIL - CONSTRUCTION DOCUMENTS GRADING & DRAINAGE PLANS	5/7/2018
C101	CIVIL - CONSTRUCTION DOCUMENTS GRADING & DRAINAGE PLANS	5/7/2018
C102	CIVIL - CONSTRUCTION DOCUMENTS GRADING & DRAINAGE PLANS	5/7/2018
C103	CIVIL - CONSTRUCTION DOCUMENTS GRADING & DRAINAGE PLANS	5/7/2018

C201	CIVIL - DESIGN DEVELOPMENT STORMWATER BMP DETAILS	4/16/2018
C202	CIVIL - CONSTRUCTION DOCUMENTS STORMWATER BMP DETAILS	4/16/2018
C300	CIVIL - CONSTRUCTION DOCUMENTS SITE WATER IMPROVEMENT PLAN	4/16/2018
C301	CIVIL - CONSTRUCTION DOCUMENTS SITE SEWER IMPROVEMENT PLAN	5/7/2018
C302	CIVIL - CONSTRUCTION DOCUMENT SITE SEWER IMPROVEMENT PROFILE	5/7/2018
C303	CIVIL - CONSTRUCTION DOCUMENTS SITE WATER IMPROVEMENT PLAN	5/7/2018
C304	CIVIL - CONSTRUCTION DOCUMENTS SITE WATER IMPROVEMENT PLAN	3/2/2018
C401	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/2018
C402	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/2018
C403	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/2018
C404	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/2018
C405	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/2018
C406	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/201

EXHIBIT A

Scope of Work

CIVIL PLAN SHEETS CONTINUED

C407	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/2018
C408	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/2018
C409	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/2018
C410	CIVIL - CONSTRUCTION DOCUMENTS CITY IMPROVEMENTS	5/7/2018

LANDSCAPE PLAN SHEETS

L001	IRRIGATION DEMOLITION PLAN	3/15/2018
L002	IRRIGATION PLAN	3/15/2018
L003	IRRIGATION PLAN	3/15/2018
L004	IRRIGATION LEGEND AND NOTES	3/15/2018
L005	IRRIGATION DETAILS	3/15/2018
L006	IRRIGATION DETAILS	3/15/2018
L007	PLANTING PLAN - WEST	3/15/2018
L008	PLANTING PLAN - EAST	3/15/2018
L009	PLANTING LEGEND & NOTES	3/15/2018
L010	PLANTING DETAILS	3/15/2018

DEMOLITION PLAN SHEET

AD001	PHASING AND DEMOLITION PLAN	5/7/2018
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ARCHITECTURAL PLAN SHEETS

A001	SITE PLAN	2/9/2018
A002	ENLARGED SITE PLAN - WEST	4/17/2018
A002A	ENLARGED COLOR SITE PLAN - WEST	4/17/2018
A003	ENLARGED SITE PLAN - EAST	4/17/2018
A003A	ENLARGED COLOR SITE PLAN - EAST	4/17/2018
A004	ENLARGED SITE PLANS AND DETAILS	2/9/2018
A005	ENLARGED SITE PLANS AND DETAILS	2/9/2018
A006	SITE DETAILS	2/9/2018
A007	SITE DETAILS	2/9/2018
A008	SITE GAME MARKINGS AND DETAILS	2/9/2018
A011	WALL SCHEDULE	2/9/2018
A012	ROOM FINISH SCHEDULE	2/9/2018
A013	DOOR AND GATE SCHEDULE	2/9/2018
A014	STOREFRONT SCHEDULE - ADMIN(B1), LRC(B3), AND KINDER(B5)	2/9/2018
A015	STOREFRONT SCHEDULE - MPR (B2) AND CLASSROOM (B4)	2/9/2018
A101	ADMIN (B1) AND LRC (B3) - FIRST FLOORPLAN	2/9/2018
A102	CLASSROOMS (B4) - FIRST FLOORPLAN	2/9/2018
A103	CLASSROOMS (B4) - SECOND FLOORPLAN	2/9/2018

EXHIBIT A

Scope of Work

ARCHITECTURAL PLAN SHEETS CONTINUED

A104	MPR (B2) - FIRST FLOOR PLAN	2/9/2018
A105	MPR (B2) - SECOND FLOOR PLAN	2/9/2018
A106	KINDERGARTEN (B5) - FIRST FLOOR PLAN	2/9/2018
A131	ADMIN (B1) AND LRC (B3) - FIRST FLOORRCP	2/9/2018
A132	CLASSROOMS (B4) - FIRST FLOORRCP	2/9/2018
A133	CLASSROOMS (B4) - SECOND FLOORRCP	2/9/2018
A134	MPR (B2) - FIRST FLOOR RCP	2/9/2018
A135	MPR (B2) - SECOND FLOOR RCP	2/9/2018
A136	KINDERGARTEN (B5) - FIRST FLOOR RCP	2/9/2018
A141	ADMIN (B1) AND LRC (B3) - ROOF PLAN	2/9/2018
A142	CLASSROOMS (B4) - ROOF PLAN	2/9/2018
A143	MPR (B2) - ROOF PLAN	2/9/2018
A144	KINDERGARTEN (B5) - ROOF PLAN	2/9/2018
A201	ADMIN (B1) - EXTERIOR ELEVATIONS	2/9/2018
A202	LRC (B3) - EXTERIOR ELEVATIONS	2/9/2018
A203	CLASSROOMS (B4) - EXTERIOR ELEVATIONS	2/9/2018
A204	CLASSROOMS (B4) - EXTERIOR ELEVATIONS	2/9/2018
A205	CLASSROOMS (B4) - EXTERIOR ELEVATIONS	2/9/2018
A206	MPR (B2) - EXTERIOR ELEVATIONS	2/9/2018
A207	KINDERGARTEN (B5) - EXTERIOR ELEVATIONS	2/9/2018
A211	ADMIN (B1) AND LRC (B3) - SECTIONS	2/9/2018
A212	CLASSROOMS (B4) - SECTIONS	2/9/2018
A213	MPR (B2) - SECTIONS	2/9/2018
A214	KINDERGARTEN (B5) - SECTIONS	2/9/2018
A221	ADMIN (B1) - EXTERIOR WALL SECTIONS	2/9/2018
A222	ADMIN (B1) - EXTERIOR WALL SECTIONS	2/9/2018
A223	LRC (B3) - EXTERIOR WALL SECTIONS	2/9/2018
A224	LRC (B3) - EXTERIOR WALL SECTIONS	2/9/2018
A225	MPR (B2) - EXTERIOR WALL SECTIONS	2/9/2018
A226	MPR (B2) - EXTERIOR WALL SECTIONS	2/9/2018
A227	MPR (B2) - EXTERIOR WALL SECTIONS	2/9/2018
A228	CLASSROOMS (B4) - EXTERIOR WALL SECTIONS	2/9/2018
A229	CLASSROOMS (B4) - EXTERIOR WALL SECTIONS	2/9/2018
A230	CLASSROOMS (B4) - EXTERIOR WALL SECTIONS	2/9/2018
A231	KINDERGARTEN (B5) - EXTERIOR WALL SECTIONS	2/9/2018
A232	KINDERGARTEN (B5) - EXTERIOR WALL SECTIONS	2/9/2018
A301	BUILDING 1 AND 3 - ENLARGED RESTROOM PLANS AND ELEVATIONS	2/9/2018

EXHIBIT A

Scope of Work

ARCHITECTURAL PLAN SHEETS CONTINUED

A302	BUILDING 1 AND 4 - ENLARGED RESTROOM PLANS ANDELEVATIONS	2/9/2018
A303	BUILDING 4 - ENLARGED RESTROOM PLANS ANDELEVATIONS	2/9/2018
A304	BUILDING 2 AND 5 - ENLARGED RESTROOM PLANS ANDELEVATIONS	2/9/2018
A305	ENLRG RSTRM PLN & ELVTN - TYP TOILT & ACC MOUNT & DRNK FNTN	4/17/2018
A306	ENLARGED STAR PLANS AND SECTIONS	2/9/2018
A307	ENLARGED ELEVATOR PLANS AND SECTIONS	2/9/2018
A401	ADMIN (B1) AND LRC (B3) INTERIOR ELEVATIONS	2/9/2018
A402	CLASSROOM (B4) INTERIOR ELEVATIONS	4/17/2018
A403	MPR (B2) INTERIOR ELEVATIONS	2/9/2018
A404	KINDERGARTEN (B5) INTERIOR ELEVATIONS	4/17/2018
A501	TYP. LAY-IN CEILING DETAILS	2/9/2018
A502	TYP. LAY-IN CEILING DETAILS	2/9/2018
A503	TYP. LAY-IN CEILING DETAILS - SAWN TIMBER AND I JOIST	2/9/2018
A504	TYP. LAY-IN CEILING DETAILS MISCELLANEOUS	2/9/2018
A505	GYPSUM BOARD & MISC. CEILING DETAILS	2/9/2018
A506	MPR SOFFIT CEILING SECTIONS AND DETAILS	2/9/2018
A511	ROOF DETAILS	2/9/2018
A512	ROOF DETAILS	2/9/2018
A513	ROOF DETAILS	2/9/2018
A514	ROOF DETAILS	2/9/2018
A515	ROOF DETAILS	2/9/2018
A521	EXTERIOR WALL DETAILS	2/9/2018
A522	STOREFRONT DETAILS - INTERIOR	2/9/2018
A523	STOREFRONT DETAILS - EXTERIOR	2/9/2018
A524	STOREFRONT DETAILS - EXTERIOR	2/9/2018
A531	TYPICAL RATING WALL DETAILS	2/9/2018
A541	DOOR DETAILS	2/9/2018
A551	CASEWORK DETAILS	4/17/2018
A552	CASEWORK DETAILS - ADMIN RECEPTION DESK	2/9/2018
A553	CASEWORK DETAILS - LRC RECEPTION DESK	2/9/2018
A561	STAIR DETAILS	2/9/2018
A562	STAIR DETAILS	2/9/2018
A563	ELEVATOR DETAILS	2/9/2018
A571	SIGNAGE DETAILS	2/9/2018
A572	SIGNAGE DETAILS	2/9/2018
A581	MISCELLANEOUS DETAILS	4/17/2018
A582	MISCELLANEOUS DETAILS	2/9/2018

EXHIBIT A

Scope of Work

ARCHITECTURAL PLAN SHEETS CONTINUED

A601	PLAYGROUND EQUIPMENT	2/9/2018
A602	UL LISTINGS	2/9/2018
A603	UL LISTINGS	2/9/2018

STRUCTURAL PLAN SHEETS

S001	STRUCTURAL NOTES	3/15/2018
S002	STRUCTURAL NOTES	3/15/2018
S101	ADMIN (B1) AND LRC (B3) FOUNDATION PLANS	3/15/2018
S102	ADMIN (B1) AND LRC (B3) FRAMING PLANS	3/15/2018
S103	CLASSROOMS (B4)-FOUNDATION PLAN	3/15/2018
S104	CLASSROOMS (B4)-SECOND FLOOR FRAMING PLAN	3/15/2018
S105	CLASSROOMS (B4)-ROOF FRAMING PLAN	3/15/2018
S106	MPR (B2)-FOUNDATION PLAN	3/15/2018
S107	MPR (B2)-SECOND FLOOR FRAMING PLAN	3/15/2018
S108	MPR (B2)-ROOF FRAMING PLAN	3/15/2018
S109	KINDERGARTEN (B5)-FOUNDATION PLAN	3/15/2018
S110	KINDERGARTEN (B5)-FRAMING PLAN	3/15/2018
S201	ELEVATOR WALL ELEVATIONS	3/15/2018
S301	TYPICAL FOUNDATION SECTIONS & DETAILS	3/15/2018
S302	TYPICAL FOUNDATION SECTIONS & DETAILS	3/15/2018
S303	FOUNDATION SECTIONS AND DETAILS	3/15/2018
S401	TYPICAL WOOD FRAMING SECTIONS AND DETAILS	3/15/2018
S402	TYPICAL WOOD FRAMING SECTION AND DETAILS	3/15/2018
S403	TYPICAL WOOD FRAMING SECTIONS AND DETAILS	3/15/2018
S404	TYPICAL SHEAR WALL SECTIONS AND DETAILS	3/15/2018
S405	WOOD FRAMING TYPICAL SECTIONS AND DETAILS	3/15/2018
S406	WOOD FRAMING TYPICAL SECTIONS AND DETAILS	3/15/2018
S407	WOOD FRAMING TYPICAL SECTIONS AND DETAILS	3/15/2018
S408	WOOD FRAMING SECTIONS AND DETAILS	3/15/2018
S409	WOOD FRAMING SECTIONS AND DETAILS	3/15/2018
S410	WOOD FRAMING SECTIONS AND DETAILS	3/15/2018
S411	WOOD FRAMING SECTIONS AND DETAILS	3/15/2018
S501	TYPICAL STEEL FRAMING SECTIONS AND DETAILS	3/15/2018
S601	EQUIPMENT CNHORAGE DETAILS	3/15/2018
S602	STAIR AND ELEVATOR SECTIONS AND DETAILS	3/15/2018
S701	TRASH ENCLOSURE PLANS, SECTIONS AND DETAILS	3/15/2018

EXHIBIT A

Scope of Work

MECHANICAL PLAN SHEETS

M001	MECHANICAL LEGEND AND NOTES	3/15/2018
M002	MECHANICAL SCHEDULES	3/15/2018
M003	MECHANICAL SCHEDULES CONT.	3/15/2018
M004	MECHANICAL SCHEDULES CONT.	3/15/2018
M005	MECHANICAL SCHEDULES CONT.	3/15/2018
M006	ENERGY COMPLIANCE DOCUMENTS BLDG. 1	3/15/2018
M007	ENERGY COMPLIANCE DOCUMENTS BLDG. 1	3/15/2018
M008	ENERGY COMPLIANCE DOCUMENTS BLDG. 1	3/15/2018
M009	ENERGY COMPLIANCE DOCUMENTS BLDG. 2	3/15/2018
M010	ENERGY COMPLIANCE DOCUMENTS BLDG. 2	3/15/2018
M011	ENERGY COMPLIANCE DOCUMENTS BLDG. 2	3/15/2018
M012	ENERGY COMPLIANCE DOCUMENTS BLDG. 3	3/15/2018
M013	ENERGY COMPLIANCE DOCUMENTS BLDG. 3	3/15/2018
M014	ENERGY COMPLIANCE DOCUMENTS BLDG. 3	3/15/2018
M015	ENERGY COMPLIANCE DOCUMENTS BLDG. 4	3/15/2018
M016	ENERGY COMPLIANCE DOCUMENTS BLDG. 4	3/15/2018
M017	ENERGY COMPLIANCE DOCUMENTS BLDG. 4	3/15/2018
M018	ENERGY COMPLIANCE DOCUMENTS BLDG. 4	3/15/2018
M019	ENERGY COMPLIANCE DOCUMENTS BLDG. 5	3/15/2018
M020	ENERGY COMPLIANCE DOCUMENTS BLDG. 5	3/15/2018
M021	ENERGY COMPLIANCE DOCUMENTS BLDG. 5	3/15/2018
M100	MECHANICAL SITE PLAN	3/15/2018
M200	ADMIN (B1) AND LRC (B3) - MECH FIRST FLOOR AND ROOF PLAN	3/15/2018
M201	ADMIN (B1) AND LRC (B3) - MECHANICAL PIPING FLOOR PLANS	3/15/2018
M300	CLASSROOMS (B4) - MECH FIRST AND SECOND FLOOR PLANS	3/15/2018
M301	CLASSROOMS (B4) - MECHANICAL ROOF PLAN	3/15/2018
M302	CLASSROOMS (B4) - MECH FIRST AND SECOND PIPING FLOOR PLANS	3/15/2018
M400	MPR (B2) - MECHANICAL FIRST AND SECOND FLOOR PLANS	3/15/2018
M401	MPR (B2) - MECHANICAL ROOF PLAN	3/15/2018
M402	MPR (B2) - MECHANICAL FIRST AND SECOND PIPING FLOOR PLANS	3/15/2018
M500	KINDERGARTEN (B5) - MECHANICAL FLOOR AND ROOF PLANS	3/15/2018
M501	KINDERGARTEN (B5) - MECHANICAL PIPING FLOOR PLAN	3/15/2018
M600	MECHANICAL DETAILS	3/15/2018
M601	MECHANICAL DETAILS	3/15/2018
M602	MECHANICAL DETAILS	3/15/2018
M603	MECHANICAL DETAILS	3/15/2018

EXHIBIT A

Scope of Work

M700 WIRING DIAGRAMS 3/15/2018

MECHANICAL PLAN SHEETS CONTINUED

M701 VRF SYSTEM PIPING/CONTROL DIAGRAMS 3/15/2018
M702 VRF SYSTEM PIPING/CONTROL DIAGRAMS CONT. 3/15/2018

PLUMBING PLAN SHEETS

P001 PLUMBING LEGEND, NOTES AND SCHEDULES 3/15/2018
P002 PLUMBING LEGEND, NOTES AND SCHEDULES CONT. 3/15/2018
P100 PLUMBING SITE PLAN 5/7/2018
P200 ADMIN (B1) AND LRC (B3) - PLUMBING FIRST FLOOR AND ROOF PLAN 3/15/2018
P201 ADMIN (B1) AND LRC (B3) - ENLARGED PLUMBING PLANS 3/15/2018
P300 CLASSROOM (B4) - PLUMBING FIRST AND SECOND FLOOR PLAN 3/15/2018
P301 CLASSROOMS (B4) - PLUMBING ROOF PLAN 3/15/2018
P302 CLASSROOM (B4) - ENLARGED PLUMBING PLANS 3/15/2018
P303 CLASSROOM (B4) - ENLARGED PLUMBING PLANS CONT. 3/15/2018
P400 MPR (B2) - PLUMBING FIRST AND SECOND FLOOR PLANS 5/7/2018
P401 MPR (B2) - PLUMBING ROOF PLAN 3/15/2018
P402 MPR (B2) - ENLARGED PLUMBING PLANS 5/7/2018
P500 KINDERGARTEN (B5) - PLUMBING FLOOR AND ROOF PLANS 3/15/2018
P501 KINDERGARTEN (B5) - ENLARGED PLUMBING PLANS 3/15/2018
P600 PLUMBING DETAILS 3/15/2018
P601 PLUMBING DETAILS 3/15/2018
P602 PLUMBING DETAILS 3/15/2018

FIRE PROTECTION PLAN SHEETS

FP001 FIRE SPRINKLER LEGEN NOTES & SCHEDULES 3/15/2018
FP101 FIRE SPRINKLER BUILDINGS 1 & 3 PIPING PLAN 3/15/2018
FP102 FIRE SPRINKLER BUILDING 4 PIPING PLAN 3/15/2018
FP103 FIRE SPRINKLER BUILDING 4 PIPING PLAN 3/15/2018
FP104 FIRE SPRINKLER BUILDING 2 PIPING PLAN 3/15/2018
FP105 FIRE SPRINKLER BUILDING 5 PIPING PLAN 3/15/2018
FP201 HYDRAULIC REFERENCE PLAN 3/15/2018
FP301 FIRE SPRINKLER DETAILS 3/15/2018
FP302 FIRE SPRINKLER DETAILS 3/15/2018

ELECTRICAL PLAN SHEETS

E101 SYMBOL LIST 3/15/2018
E102 FIXTURE SCHEDULE 3/15/2018
E102A FIXTURE SCHEDULE 3/15/2018
E103 SINGLE LINE DIAGRAM 3/15/2018
E104 PANEL SCHEDULES 3/15/2018

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS CONTINUED

E105	PANEL SCHEDULES	3/15/2018
E106	PANEL SCHEDULES	3/15/2018
E107	Details	3/15/2018
E108	A/V DETAIL & WIRING DIAGRAMS	3/15/2018
E109	VOICE/DATA RISER DIAGRAM	3/15/2018
E110	DETAILS	3/15/2018
E111	DETAILS	3/15/2018
E112	Details	3/15/2018
E113	DETAILS	3/15/2018
E114	DETAILS	3/15/2018
E115	BLOCK DIAGRAMS	3/15/2018
E116	DETAILS	3/15/2018
E117	TITLE 24 FORMS - BUILDING #1	3/15/2018
E118	TITLE 24 FORMS - BUILDING #1	3/15/2018
E119	TITLE 24 FORMS - BUILDING #2	3/15/2018
E120	TITLE 24 FORMS - BUILDING #2	3/15/2018
E121	TITLE 24 FORMS - BUILDING #3	3/15/2018
E122	TITLE 24 FORMS - BUILDING #3	3/15/2018
E123	TITLE 24 FORMS - BUILDING #4	3/15/2018
E124	TITLE 24 FORMS - BUILDING #4	3/15/2018
E125	TITLE 24 FORMS - BUILDING #5	3/15/2018
E126	TITLE 24 FORMS - BUILDING #5	3/15/2018
E127	TITLE 24 FORMS - OUTDOOR	3/15/2018
E128	TITLE 24 FORMS - OUTDOOR	3/15/2018
E129	TITLE 24 FORMS -ELECTRICAL POWER DISTRIBUTION	3/15/2018
E201	ELECTRICAL SITE PLAN	3/15/2018
E301	BUILDINGS 1 & 3 - LIGHTING PLAN	3/15/2018
E302	BUILDING 4 - FIRST FLOOR LIGHTING PLAN	3/15/2018
E303	BUILDING 4 - SECOND FLOOR LIGHTING PLAN	3/15/2018
E304	BUILDING 2 - FIRST FLOOR LIGHTING PLAN	3/15/2018
E305	BUILDING 2 - SECOND FLOOR LIGHTING PLAN	3/15/2018
E306	BUILDING 5 - LIGHTING PLAN	3/15/2018
E401	BUILDINGS 1 & 3 - POWER PLAN	3/15/2018
E402	BUILDING 4 - FIRST FLOOR POWER PLAN	3/15/2018
E403	BUILDING 4 - SECOND FLOOR POWER PLAN	3/15/2018
E404	BUILDING 2 - FIRST & SECOND FLOOR POWER PLAN	3/15/2018
E404A	BUILDING 2 - KITCHEN POWER PLAN	3/15/2018

EXHIBIT A

Scope of Work

ELECTRICAL PLAN SHEETS CONTINUED

E405	BUILDING 5 - POWER PLAN	3/15/2018
E406	ENLARGED POWER & SIGNAL PLANS	3/15/2018
E407	ENLARGED POWER & SIGNAL PLANS	3/15/2018
E408	BUILDINGS 1 & 3 - ROOF POWER PLAN	3/15/2018
E409	BUILDING 4 - ROOF POWER PLAN	3/15/2018
E410	BUILDING 2 - ROOF POWER PLAN	3/15/2018
E411	BUILDING 5 - ROOF POWER PLAN	3/15/2018
E501	BUILDINGS 1 & 3 - SIGNAL PLAN	3/15/2018
E502	BUILDING 4 - FIRST FLOOR SIGNAL PLAN	3/15/2018
E503	BUILDING 4 - SECOND FLOOR SIGNAL PLAN	3/15/2018
E504	BUILDING 2 - FIRST FLOOR SIGNAL PLAN	3/15/2018
E505	BUILDING 2 - SECOND FLOOR SIGNAL PLAN	3/15/2018
E506	BUILDING 5 - SIGNAL PLAN	3/15/2018
E601	FIRE ALARM SYMBOL LIST AND NOTES	3/15/2018
E602	FIRE ALARM DETAILS	3/15/2018
E603	FIRE ALARM DETAILS	3/15/2018
E604	FIRE ALARM CALCULATIONS	3/15/2018
E605	FIRE ALARM RISER DIAGRAMS	3/15/2018
E701	BUILDINGS 1 & 3 - FIRE ALARM PLANS	3/15/2018
E702	BUILDING 4 - FIRST FLOOR FIRE ALARM PLAN	3/15/2018
E703	BUILDING 4 - SECOND FLOOR FIRE ALARM PLAN	3/15/2018
E704	BUILDING 2 - FIRST FLOOR FIRE ALARM PLAN	3/15/2018
E705	BUILDING 2 - SECOND FLOOR FIRE ALARM PLAN	3/15/2018
E706	BUILDING 5 - FIRE ALARM PLAN	3/15/2018

FOOD SERVICE / KITCHEN EQUIPMENT PLAN SHEETS

FS-0	FOODSERVICE EQUIPMENT MPR (B2) - TITLESHEET	3/15/2018
FS-1	FOODSERVICE EQUIPMENT MPR (B2) - FLOOR PLAN	3/15/2018
FS-2	FOODSERVICE EQUIPMENT MPR (B2) - SCHEDULE	3/15/2018
FS-3	FOODSERVICE EQUIPMENT MPR (B2) - ELECTRICAL ROUGH-IN PLAN	3/15/2018
FS-4	FOODSERVICE EQUIPMENT MPR (B2) - PLUMBING ROUGH-IN PLAN	4/17/2018
FS-5	FOODSERVICE EQUIPMENT ELEVATIONS	3/15/2018
FS-6.1	FOODSERVICE EQUIPMENT SECTIONS	3/15/2018
FS-6.2	FOODSERVICE EQUIPMENT DETAILS	3/15/2018
FS-7.1	FOODSERVICE EQUIPMENT MPR (B2) - EXHAUSTHOOD	3/15/2018
FS-7.2	FOODSERVICE EQUIPMENT MPR (B2) - EXHAUSTHOOD	3/15/2018
FS-7.3	FOODSERVICE EQUIPMENT MPR (B2) - EXHAUSTHOOD	3/15/2018

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FOOD SERVICE / KITCHEN EQUIPMENT PLAN SHEETS CONTINUED

FS-8	FOODSERVICE EQUIPMENT SEISMIC DETAILS	3/15/2018
FS-9	FOODSERVICE EQUIPMENT WALK-IN SHOPS	3/15/2018

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	SUMMARY	2/9/2018
01 20 00	PRICE AND PAYMENT PROCEDURES	2/9/2018
01 25 00	SUBSTITUTION PROCEDURES	2/9/2018
01 30 00	ADMINISTRATIVE REQUIREMENTS	2/9/2018
01 32 16	CONSTRUCTION PROGRESS SCHEDULE	2/9/2018
01 40 00	QUALITY REQUIREMENTS	2/9/2018
01 50 00	TEMPORARY FACILITIES AND CONTROLS	2/9/2018
01 56 39	TEMPORARY TREE AND PLANT PROTECTION	2/9/2018
01 60 00	PRODUCT REQUIREMENTS	2/9/2018
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS	2/9/2018
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	2/9/2018
01 78 00	CLOSEOUT SUBMITTALS	2/9/2018

DIVISION 02 - EXISTING CONDITIONS

02 22 35	CLEARING AND GRUBBING	2/9/2018
02 41 00	DEMOLITION	2/9/2018

DIVISION 03 - CONCRETE

03 05 05	UNDERSLAB VAPOR BARRIER	2/9/2018
03 10 00	CONCRETE FORMING AND ACCESSORIES	2/9/2018
03 20 00	CONCRETE REINFORCING	2/9/2018
03 30 00	CAST-IN-PLACE CONCRETE	2/9/2018

DIVISION 04 - MASONRY

04 20 00	UNIT MASONRY	2/9/2018
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DIVISION 05 - METALS

05 12 00	STRUCTURAL STEEL FRAMING	10/6/2017
05 50 00	METAL FABRICATIONS	2/9/2018
05 51 00	METAL STAIRS	2/9/2018
05 70 00	METAL GUARDS AND HANDRAILS	2/9/2018

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00	ROUGH CARPENTRY	2/9/2018
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DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES CONTINUED

06 17 33	WOOD I-JOISTS	2/9/2018
06 18 00	GLUE-LAMINATED CONSTRUCTION	10/6/2017
06 41 00	ARCHITECTURAL WOOD CASEWORK	4/17/2018

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 13 00	SHEET WATERPROOFING	2/9/2018
07 18 00	TRAFFIC COATINGS	2/9/2018
07 19 00	WATER REPELLENTS	2/9/2018
07 21 00	THERMAL INSULATION	2/9/2018
07 25 00	WEATHER BARRIERS	2/9/2018
07 42 33	SOLID PHENOLIC RAIN SCREEN PANELS	2/9/2018
07 46 47	FIBER CEMENT PANELS	2/9/2018
07 46 48	FIBER-REINFORCED HYBRID SIDING AND CLADDING	2/9/2018
07 51 13	BUILT-UP ASPHALT ROOFING (BUR)	2/9/2018
07 62 00	SHEET METAL FLASHING AND TRIM	2/9/2018
07 72 00	ROOF SPECIALTIES AND ACCESSORIES	2/9/2018
07 84 00	FIRESTOPPING	2/9/2018
07 90 05	JOINT SEALERS	2/9/2018
07 95 13	EXPANSION JOINT ASSEMBLIES	2/9/2018

DIVISION 08 - OPENINGS

08 11 13	HOLLOW METAL DOORS AND FRAMES	2/9/2018
08 14 16	FLUSH WOOD DOORS	2/9/2018
08 31 00	ACCESS DOORS AND PANELS	2/9/2018
08 36 14	HYDRAULIC OVERHEAD BI-FOLD DOORS	2/9/2018
08 43 13	ALUMINUM-FRAMED STOREFRONTS	2/9/2018
08 71 00	DOOR HARDWARE	9/29/2017
08 80 00	GLAZING	2/9/2018
08 91 00	LOUVERS	2/9/2018

DIVISION 09 - FINISHES

09 21 16	GYPSUM BOARD ASSEMBLIES	2/9/2018
09 24 00	PORTLAND CEMENT PLASTERING	2/9/2018
09 30 00	TILING	2/9/2018
09 51 00	ACOUSTICAL CEILINGS	2/9/2018
09 51 05	CEMENTITIOUS WOOD FIBER CEILINGS	2/9/2018
09 65 00	RESILIENT FLOORING	2/9/2018
09 65 66	RESILIENT ATHLETIC FLOORING	2/9/2018
09 68 13	TILE CARPETING	2/9/2018

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DIVISION 09 – FINISHES CONTINUED

09 84 30	SOUND-ABSORBING WALL UNITS	2/9/2018
09 90 00	PAINTING AND COATING	4/17/2018
09 91 00	COLORS	2/9/2018

DIVISION 10 -SPECIALTIES

10 11 01	VISUAL DISPLAY BOARDS	2/9/2018
10 11 25	TACKABLE AND ACOUSTICAL WALL SYSTEM	2/9/2018
10 14 00	SIGNAGE	2/9/2018
102113.19	TOILET COMPARTMENTS	2/9/2018
10 28 00	RESTROOM ACCESSORIES	2/9/2018
10 44 00	FIRE PROTECTION SPECIALTIES	2/9/2018
10 75 00	FLAGPOLES	2/9/2018

DIVISION 11 -EQUIPMENT

11 40 00	FOODSERVICE EQUIPMENT	3/15/2018
11 66 23	GYMNASIUM EQUIPMENT	2/9/2018
11 68 13	PLAY STRUCTURES	2/9/2018
11 68 16	PLAYFIELD EQUIPMENT	2/9/2018

DIVISION 12 -FURNISHINGS

12 21 16	VERTICAL LOUVER BLINDS	2/9/2018
12 93 00	SITE FURNISHINGS	2/9/2018

DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	2/9/2018
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DIVISION 21 - FIRE SUPPRESSION

21 05 00	FIRE PROTECTION BASIC MATERIALS AND METHODS	2/9/2018
21 13 00	FIRE SUPPRESSION SPRINKLERS	2/9/2018

DIVISION 22 - PLUMBING

22 00 10	BASIC PLUMBING REQUIREMENTS	2/9/2018
22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	2/9/2018
22 05 18	ESCUTCHEONS FOR PLUMBING PIPING	2/9/2018
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING	2/9/2018
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	2/9/2018
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	2/9/2018
22 07 19	PLUMBING PIPING INSULATION	2/9/2018
22 10 05	PLUMBING PIPING	5/7/2018
22 10 06	PLUMBING PIPING SPECIALTIES	2/9/2018
22 30 00	PLUMBING EQUIPMENT	2/9/2018
22 40 00	PLUMBING FIXTURES	5/7/2018

EXHIBIT A

Scope of Work

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

23 00 10	BASICAL MECHANICAL REQUIREMENTS	2/9/2018
23 05 29	HANGERS AND SUPPORTS	2/9/2018
23 05 48	VIBRATION AND SEIMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT	2/9/2018
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	2/9/2018
23 05 93	TESTING, ADJUSTING, AND BALANCING FORHVAC	2/9/2018
23 07 13	DUCT INSULATION	2/9/2018
23 07 19	HVAC PIPING INSULATION	2/9/2018
23 08 00	COMMISSIONING OF HVAC	2/9/2018
23 08 02	INSTALLATION & ACCEPTANCE TESTING OF MECHANICAL SYSTEMS	2/9/2018
23 23 00	REFRIGERANT PIPING	2/9/2018
23 31 00	HVAC DUCTS AND CASINGS	2/9/2018
23 33 00	AIR DUCT ACCESSORIES	2/9/2018
23 34 23	HVAC POWER VENTILATORS	2/9/2018
23 37 00	AIR OUTLETS AND INLETS	2/9/2018
23 40 00	HVAC AIR CLEANING DEVICES	2/9/2018
23 74 13	PACKAGED OUTDOOR CENTRAL-STATION AIR HANDLING UNITS	2/9/2018
23 74 33	PACKAGED OUTDOOR HEATING AND COOLING MAKE-UP AIR UNITS	2/9/2018
23 81 27	SMALL SPLIT-SYSTEM HEATING AND COOLING	2/9/2018
23 81 29	VARIABLE REFRIGERANT VOLUME (VRV) HVACSYSTEM	2/9/2018

DIVISION 26 - ELECTRICAL

26 01 00	BASIC MATERIALS AND METHODS	2/9/2018
26 05 19	WIRE AND CABLE-RATED 600 VOLT	2/9/2018
26 05 26	GROUNDING	2/9/2018
26 05 33	CONDUIT	2/9/2018
26 05 34	BOXES	2/9/2018
26 05 53	ELECTRICAL IDENTIFICATION	2/9/2018
26 09 23	CONTACTORS & TIME SWITCHES	2/9/2018
26 09 24	LIGHTING AUTOMATION SYSTEMS	2/9/2018
26 09 33	MULTI-PURPOSE ROOM DIMMING SYSTEM	2/9/2018
26 22 13	DRY TYPE TRANSFORMER	2/9/2018
26 24 13	SERVICE SWITCHBOARDS AND DISTRIBUTION SECTIONS	2/9/2018
26 24 16	PANELBOARDS	2/9/2018
26 27 13	SERVICE ENTRANCE	2/9/2018
26 27 26	WIRING DEVICES	2/9/2018
26 28 13	FUSES	2/9/2018

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DIVISION 26 – ELECTRICAL CONTINUED

26 28 16	DISCONNECT SWITCHES	2/9/2018
26 33 23	EMERGENCY SYSTEM	2/9/2018
26 51 00	LIGHTING FIXTURES	2/9/2018

DIVISION 27 - COMMUNICATIONS

27 11 00	COMPUTER NETWORK CABLING SYSTEM	2/9/2018
27 41 16	SOUND SYSTEM - MP ROOM	2/9/2018
27 51 16	INTERCOMM, PUBLIC ADDR, MSTR CLCK & CLSS CHANGE SGNL SYSTM	2/9/2018
27 51 17	ASSISTIVE LISTENING SYSTEMS	2/9/2018

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 16 00	INTRUSION DETECTION SYSTEM	2/9/2018
28 31 00	FIRE ALARM SYSTEMS	2/9/2018

DIVISION 31 - EARTHWORK

31 20 00	EARTH MOVING	2/9/2018
31 25 00	EROSION CONTROL	2/9/2018
31 31 16	TERMITE CONTROL	2/9/2018
31 50 00	EXCAVATION SUPPORT AND PROTECTION	2/9/2018

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 12 16	ASPHALTIC CONCRETE PAVING	2/9/2018
32 13 13	CONCRETE PAVING	2/9/2018
32 14 00	UNIT PAVERS	2/9/2018
32 17 23	PAVEMENT MARKINGS	2/9/2018
321816.13	PLAYGROUND PROTECTIVE SURFACING	2/9/2018
32 31 13	CHAIN-LINK FENCES AND GATES	2/9/2018
32 31 19	DECORATIVE METAL FENCES AND GATES	2/9/2018
32 84 00	PLANTING IRRIGATION	2/9/2018
32 91 13	SOIL PREPARATION	2/9/2018
32 92 00	TURF AND GRASSES	2/9/2018
32 93 00	PLANTS	2/9/2018

DIVISION 33 - UTILITIES

33 00 00	UTILITIES	2/9/2018
33 11 00	WATER UTILITY DISTRIBUTION PIPING	2/9/2018
33 30 00	SANITARY SEWERAGE UTILITIES	2/9/2018
33 40 00	STORM DRAINAGE	2/9/2018
33 46 00	SUBDRAINAGE	2/9/2018
33 46 23	MODULAR BURIED STORMWATER STORAGE UNITS	2/9/2018

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Appendices

- GEOTECH - SOILS REPORT, dated
- 6/20/2017 GEOTECH - SOILS REPORT,
- dated 7/11/2017 PAPER RECORD SET
- HANDLING, dated 3/15/2018
- INSPECTION CARD BUILDING IDENTIFIER, dated 2/9/2018
- LIST OF REQ STRUCT TESTS & SPECIAL INSPECTIONS - 2016 CBC, dated 3/15/2018
- HYDRAULIC CALCULATIONS, dated 2/9/2018
- SPRINKLER HEADS, dated
- 2/9/2018 PIPE AND
- FITTINGS, dated 2/9/2018
- HANGERS AND BRACING, dated
- 2/9/2018
- WATER CONTROL COMPONENTS,
- dated 2/9/2018 ELECTRICAL DEVICES,
- dated 2/9/2018
- SYSTEM ACCESSORIES, dated
- 2/9/2018 FIRE ALARM CUT
- SHEET, dated 2/9/2018
- LANDSCAPE CUT SHEETS, dated
- 7/14/2017
- MECHANICAL CUT SHEETS, dated
- 7/14/2017 PLUMBING CUT SHEETS,
- dated 7/14/2017 ELECTRICAL CUT
- SHEETS, dated 7/14/2017 FIRE
- ALARM CUT SHEETS, dated
- 7/14/2017 FOOD SERVICE CUT
- SHEETS, dated 7/14/2017
- ADDENDUM 1, dated 4/17/2018
- ADDENDUM 2, dated 5/7/2018
- CFW UTILITY NOTES, dated
- 5/15/2018
- SOUTHERN CALIFORNIA EDISON MAPS, dated 5/15/2018
- SOUTHERN CALIFORNIA GAS COMPANY AERIAL AND UNDERGROUND MAPS,
- dated 5/15/2018 SUNESYS DISTRICT STANDARD INTERNET MAP, dated 5/15/2018
- CITY OF OXNARD WATER ATLAS,
- dated 10/1/2009 CITY OF OXNARD

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STORM ATLAS, dated 3/1/2006
CITY OF OXNARD SEWER ATLAS BOOK EAST,
dated 8/1/2009 CITY OF OXNARD SEWER ATLAS BOOK
WEST, dated 8/1/2009

*** End of Exhibit "A" ***

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Exhibit "B"

SPECIAL CONDITIONS

PROJECT: **McKINNA ELEMENTARY SCHOOL RECONSTRUCTION**

OWNER: Oxnard School District ("District")

JOB NUMBER: **17-41**

SITE LOCATIONS: McKinna Elementary School – 1611 South J Street, Oxnard, CA 93033

1.01 DIVISION OF THE STATE ARCHITECT

The work specified herein is subject to the regulation of the Division of the State Architect (DSA).

1.02 Contract Time

- A. Final Completion of the Work.** Final completion of the work shall be achieved within **FIVE HUNDRED EIGHTY (580) CONSECUTIVE CALENDAR DAYS beginning Monday July 16, 2018 and ending Saturday February 15, 2020.** Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.03 Liquidated Damages.

- A. Delayed Final Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be liable to the District for Liquidated Damages for failure to achieve Final Completion of the Work within the Contract Time as indicated in item 1.02.A, above. **Liquidated Damages shall be at the rate of Five Hundred Dollars (\$500.00) per calendar day until Final Completion of the Work is achieved.**

1.04 Insurance

- A. Insurance Provided by Contractor.** Pursuant to Article 6 of the General Conditions, the Contractor shall provide and maintain the following insurance coverage amounts as set forth below:

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1. **Workers Compensation Insurance**
In accordance with limits established by law.

2. **Employers Liability Insurance:** \$1,000,000

3. **Commercial General Liability Insurance**
Per Occurrence \$2,000,000
Aggregate \$4,000,000

4. **Automobile Liability**
Bodily Injury/Property Damage Per Occurrence \$1,000,000

5. **Excess Products and Completed Operations** \$2,000,000

B. Insurance Provided by Subcontractors.

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

1. **Workers Compensation Insurance**
In accordance with limits established by law.

2. **Employers Liability Insurance** \$1,000,000

3. **Commercial General Liability Insurance**
Per Occurrence \$1,000,000
Aggregate \$2,000,000

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4. **Automobile Liability**
Bodily Injury/Property Damage Per Occurrence \$1,000,000

1.05 **Number of Contract Documents.**

The number of executed copies of the Agreement is Three (3). The number of Performance Bonds and Payment Bonds required is Three (3).

1.06 **Security**

- A. In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

1. **Keys:** Keys to existing buildings where access is required related to the project may be signed out through the Operations Service Center of the Oxnard School District located at 1055 South C Street in Oxnard between the hours of 7:30AM-4:00PM, Monday through Friday. All keys must be returned and accounted for before final payments will be paid. Contractor will be held responsible for any keys lost, stolen, not returned or signed off. Contractor will bear all costs for re-keying all locks due to keys not returned.
2. **Locked Door Policy:** No building, room or site gate shall be left unsecured for any period of time.

1.07 **Working Days and Hours**

- A. **The workdays** for this contract shall be Monday through Saturday. City of Oxnard does not allow construction on Sundays as well as major State and Federal holidays.

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- B. The working hours** for this Contract shall be 7:00 a.m. to 6:00 p.m. with break periods as required per labor code. These hours are subject to change according to jobsite constraints and restrictions or as deemed necessary by the District. Contractor is expected to work Saturdays, as necessary, to complete the work within the specified time of completion without any additional cost to the District, unless work on Saturdays is directly related to additional changes to the Contract. (Reference General Conditions Article 7.2.1). If any work performed during school hours (8:00 a.m. to 3:00 p.m.) is found to be disruptive to the educational process (as determined by the District), the contractor will be required to re-schedule subject work to occur during non-school hours without any additional cost to the District.

1.08 Construction Start Date

- A.** Absolutely no work on this project may commence until all of the following conditions have been met:
1. The Contractor receives an executed signed copy of the District's Notice to Proceed.

1.09 Construction Completion Date

Refer to Item No. 1.02.A and Notice to Proceed

1.10 Utilities

Temporary utility connection points as necessary for construction purposes only and relating to water, sewage, communication/data and electricity shall be provided for and paid for by the Contractor. The Contractor shall furnish all necessary temporary piping and wiring from the connection points to the points on the site where said utilities are necessary to carry on the work and upon completion of the work shall remove such temporary services. Temporary utility connection points, temporary piping and wiring to existing buildings occupied by staff and students as required to be accomplished to complete the Work inherent in this contract is to be provided and performed by Contractor.

Connections by Utility Companies and use fees are not provided by Contractor. Contractor may, with written permission of the District, use the District's existing utilities.

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1.11 Sanitary Facilities and Drinking Water

- A. The Contractor shall furnish, install, and maintain temporary hand wash and toilet facilities at the site for the workers on this project per OSHA requirements if applicable.
- B. Drinking water shall be provided at the site by the Contractor for his/her workers.

1.12 Shop Drawings and Field Measurements

Article 4.8 of the General Conditions.

1.13 Submittal Review

Article 4.8 of the General Conditions. The Contractor shall submit an electronic copy of data for the equipment, materials and supplies required for the work of this contract. Following review and approval by the Design Team, Contractor shall provide (1) hard copy for each approved submittal

1.14 Wage Rates

- A. *California State Labor Code*. Reference Article 4.21 of the General Conditions. The Contractor shall comply with all regulations of the California State Labor Code governing work of the nature to be performed under this contract, including but not limited to prevailing wages, working hours, overtime, worker's compensation, travel and subsistence, records, apprenticeship, etc. Prime contractors are responsible for the compliance of this section for all work of their contract. Refer to the Code for full information. Nothing in this contract shall prevent the employment of properly registered apprentices.
- B. Public works contracts entered into by the Oxnard School District may be reviewed by authorized non-profit organizations for prevailing wage compliance at the request of the District or the organization.

1.16 Mark-ups on Changes to the Work.

- A. In the event of Changes to the Work, the mark-up for all general conditions, costs, overhead (including home and field office overhead) and profit, shall not exceed **Fifteen Percent**

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(15%) of the direct actual costs of the performance of an additive Change, as determined in accordance with the provisions of Article 9.4 of the General Conditions. In addition, the mark-up shall include the actual, direct cost of the bond for such Change, not to exceed **Two Percent (2%)** of the direct, actual costs of the performance of the Change.

The foregoing limitation or mark-up shall apply regardless of the number of subcontractors, of any tier, performing any portion of such additive Change to the Work. In the event that the Work of such additive Change is performed in part by a subcontractor, Contractor agrees to allocate at least Ten Percent (10%) to such subcontractor, with no more than Five Percent (5%) to be allocated to the Contractor. In the event the Change is deductive, the District shall receive a credit equal to the value of the direct actual costs of the Work of the deductive Change plus **Ten Percent (10%)** of such direct actual costs for all general conditions, overhead (including home and field office overhead), profit and bond.

1.17 **Inclement Weather Days.**

Pursuant to Article 7.4.1 of the General Conditions. Ten lost working days per twelve month period (commencing on the date of the Notice to Proceed) due to rain and the resulting conditions therefrom shall be the basis for determination of normal weather delays for the location and time period of the Work as related to rainfall. Any delays due to rain and the resulting conditions therefrom up to such amount shall not justify an extension of the Contract Time. If the actual working days lost to rainfall and the resulting conditions therefrom occurs less than the ten working days per twelve month period as herein described, such "non-occurring" rain days are not credited and do not shorten the Contract Time nor shall such "non-occurring" rain days be used to offset any other schedule impact cause. It is agreed that the Contract Time will be extended to the extent the Work is affected by delays due to other weather or weather related impacts such as wind, excessive heat, cold, snow, ice, lightning, etc., and the resulting conditions therefrom.

1.18 **District's Project Manager.**

The District's Project Manager is: Mario Mera, Senior Program Manager, Caldwell, Flores Winters, Inc. (CFW). His address is 1901 South Victoria Avenue, Ste. No. 106, Oxnard, CA 93035. Mr. Mera's phone is (805) 201-1989.

1.19 **Asbestos Management**

- A. The District has surveyed its facilities for asbestos and the results have been placed in the

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"Asbestos Management Plan" for each facility. Each plan includes an operations and maintenance program. Management plans are available for Contractor's review at the District's Facilities Department during normal business hours. It is the Contractor's responsibility to become familiar with the type and location of asbestos containing building materials in the facility by consulting the aforementioned Asbestos Management Plan and to survey the work area for potential asbestos containing materials before starting work. In performing the work, the Contractor will comply with procedures established in the operations and maintenance program and with Federal, State, and Local health and Safety Regulations.

- B. When the Contractor encounters, damages or disturbs asbestos containing building materials, or materials suspected of containing asbestos, Contractor will avoid taking any action which could cause release or spread of asbestos fibers. The Contractor will immediately stop work and notify the District's project coordinator through the office of the District Director of Facilities, or the District Risk Manager. Work will not be resumed without the consent of the District.

1.20 Hazardous Communication Standard and Material Safety Sheets

- A. The Hazard Communication Standard (OSHA 29CFR1910.1200) shall be applicable in this agreement. It designates and requires labeling, Material Safety Data Sheets (MSDS), and employee training for all hazardous materials. The Contractor shall submit, along with other required submittals to the District, Material Safety Data Sheets (MSDS) for all hazardous material to be used or installed by the Contractor, prior to such use or installation. The Contractor shall submit Material Safety Data Sheets (MSDS) on materials and components that are defined or become identified in the specifications for project construction. The Contractor shall make Material Safety Data Sheets available at the site for review by employees and other contractors. Materials commonly used in the construction of school facilities which could require a Material Safety Data Sheet include, but are not limited to, the following:

1. Paints and other coatings
2. Adhesives – floor, wall, furniture, etc.

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3. Equipment lubricants – oil, grease, etc.
4. Synthetics of any kind
5. TES coolants
6. Refrigerants
7. Fertilizers
8. Concrete Additives
9. Asphalt paving petroleum additive
10. Transformer coolants
11. Pipe dope
12. PVC/ABS/CPVC solvent

1.21 General Notes

- A. **Site Access:** All access to the site shall be approved by the School District before any work begins. Contractor is not responsible for obtaining all parking and encroachment permits and paying all fees. Contractor shall be responsible to patch and repair all damage to existing City curbs, sidewalks, trees, etc., if damaged by Contractor during the Project,

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at no additional cost to the School District.

- B. Student/Bus Drop off Schedule:** Contractor to coordinate all construction traffic with bus schedules including delivery of school supplies and equipment with the School District. The Contractor shall not block driveways or bus areas.
- C. Delivery of construction equipment** and/or materials shall be scheduled so as not to conflict with the school's operation.
- D. Dress Code/Language:** Contractors and Subcontractors work crews – Appropriate attire as defined by OSHA for work on School Projects shall be worn by all work crews during all work hours. Clothing with insignias depicting gangs, drugs, sex, profanity, alcohol and/or as deemed offensive to the District are strictly prohibited. **NO SHORTS WILL BE ALLOWED.** No loud radios or inappropriate language will be tolerated on the site during construction hours. The Contractor must be considerate of the staff and adjoining residences and the adverse impact the aforementioned may cause.
- E. No Smoking** shall be allowed on School District property.
- F. On-Site Parking:** No Contractor employee parking will be allowed on site except in designated areas authorized by the School District. District shall not be responsible for any vandalism, damage or theft to employee vehicles.
- G. Street Parking: Parking permit costs for Contractor and Subcontractor are excluded.**
- H. Non-Interference with Other Contractors:** Other District Contractors may be working on the project site(s) during time of construction. This Contractor must coordinate work with the District Contractors.
- I.** Contractor will supply trash bins for removal of all construction debris generated during the project and will remove bins from the construction site on a consistent basis
- J.** District refuse containers **are not** to be utilized by contractor.
- K.** The work area is to be maintained in a clean and safe manner at all times.

AMENDMENT NO. 001 TO CONSTRUCTION SERVICES AGREEMENT #17-41

Exhibit "C" Legal Description

For APN/Parcel ID(s): 203-0-150-365

A portion of Subdivision 30 of the Rancho El Rio de Santa Clara o'la Colonia, in the County of Ventura, State of California, described as follows:

Beginning at a 2" pipe set at the point of intersection of the center line "J" Street with the Southerly line of Bartolo Square Subdivision, as per Map recorded in Book 18, Page 94 of Maps, in the office of the County Recorder of said County, said point being distant South 89° 55' 30" West 215.81 feet from a 2" pipe set at the Southeasterly corner of said Subdivision; thence, from the true point of beginning,

1st: South 13° 46' 21" East 145.00 feet to a point; thence,

2nd: South on a curve concave to the Northeast having a radius of 750 feet, a central angle of 27° 59' 55" a distance of 366.50 feet to a point; thence,

3rd: South 89° 55' 30" West 1070.70 feet on a line parallel with said Southerly line of Bartolo Square Subdivision to a point; thence,

4th: North 0° 04' 30" West 462.17 feet to a point in the said Southerly line of Bartolo Square Subdivision; thence, along said Southerly line,

5th: North 89° 55' 30" East 867.70 feet to the point of beginning.

EXCEPT therefrom the interest in said land as reserved by Joseph Danne and Carrie E. Danne, in document recorded May 26, 1954, Book 1205, Page 280 of Official Records, as follows:

"RESERVING unto grantor herein all oil, gas and other hydrocarbon substances and minerals on, in and under said land, together with the right to drill for, develop, produce and take any of said substances from land, but not at a point nearer than 500 feet from the surface of said land; and grantor herein reserves no right to go upon the surface of said land for any of said purposes."

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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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. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **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.
- G. **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.
- H. **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.
- I. **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

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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

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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 Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the 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. Unused Contractor Contingency and Allowances at Project completion will 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 PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

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

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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 where 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.

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- 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.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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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 **TBD** as Project Manager/Superintendent for the Project. So long as **TBD** 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)

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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").

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- 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

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

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District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved 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. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foelt

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 20, 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 1ST Reading _____ 2nd Reading X

Second Reading – New BP & AR 3230 – Federal Grant Funds (Penanhoat)

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the district shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance") as contained in 2 CFR 200.0-200.51 and Appendices I-XII.

To comply with said requirements, the California School Boards Association (CSBA) has provided language for the creation of new Board Policy and Administrative Regulation. BP & AR 3230 are presented herewith for the Board's consideration.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the revisions to BP & AR 3230 as presented.

ADDITIONAL MATERIAL

Attached: BP 3230 (3 pages)
AR 3230 (5 pages)

FEDERAL GRANT FUNDS

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
5. Comparison of actual expenditures with budgeted amounts for each federal award
6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

FEDERAL GRANT FUNDS (continued)

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

(cf. 3440 - Inventories)

(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant. (2 CFR 200.301, 200.328)

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

FEDERAL GRANT FUNDS (continued)

Legal Reference:

EDUCATION CODE

42122-42129 *Budget requirements*

CODE OF FEDERAL REGULATIONS, TITLE 2

180.220 *Amount of contract subject to suspension and debarment rules*

200.0-200.521 *Federal uniform grant guidance, especially:*

200.1-200.99 *Definitions*

200.100-200.113 *General provisions*

200.317-200.326 *Procurement standards*

200.327-200.329 *Monitoring and reporting*

200.333-200.337 *Record retention*

200.400-200.475 *Cost principles*

200.500-200.521 *Audit requirements*

CODE OF FEDERAL REGULATIONS, TITLE 34

76.730-76.731 *Records related to federal grant programs*

CODE OF FEDERAL REGULATIONS, TITLE 48

2.101 *Federal acquisition regulation; definitions*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Department of Education Audit Guide

California School Accounting Manual

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers Regarding 2 CFR Part 200, March 17, 2016

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb/grants_docs

State Controller's Office: <http://www.sco.ca.gov>

System for Award Management (SAM): www.sam.gov/portal/SAM/##11

U.S. Department of Education: <http://www.ed.gov>

U.S. Government Accountability Office: <http://www.gao.gov>

FEDERAL GRANT FUNDS

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to

FEDERAL GRANT FUNDS (continued)

consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

FEDERAL GRANT FUNDS (continued)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

Conflict of Interest

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate

FEDERAL GRANT FUNDS (continued)

family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all

Policy Reference UPDATE Service

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FEDERAL GRANT FUNDS (continued)

other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 20, 2018

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading X

Second Reading – Revisions to BP & AR 3553 – Free and Reduced Price Meals (Penanhoat/Lugotoff)

The administration is recommending revisions to BP & AR 3553 Free and Reduced Price Meals, to comply with updated regulations including those relative to summer feeding programs and Community Eligibility Provision (CEP).

Deleted language is indicated by ~~strikethrough~~ font, and added language is indicated by *italicized* font.

FISCAL IMPACT

N/A

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the revisions to BP & AR 3553 as presented.

ADDITIONAL MATERIAL

Attached: BP 3553 (4 pages)
AR 3553 (4 pages)

FREE AND REDUCED PRICE MEALS

The Board of Trustees recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6177 - Summer School)

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meal program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)

~~Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.~~

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential except as provided by law. (Education Code 49558)

The Board authorizes designated employees (*LEA Testing Coordinator*) to use individual records pertaining to student eligibility for any free and reduced-price meal program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data

FREE AND REDUCED PRICE MEALS (continued)

2. In any school identified for program improvement under Title I of the No Child Left Behind Act, identification of students eligible for school choice and supplemental educational services

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 5125 - Student Records)

(cf. 6162.51 - Standardized Testing and Reporting Program)

(cf. 6171 - Title I Programs)

~~The Board further authorizes the release of information on the school lunch program application to the local agency that determines Medi-Cal program eligibility, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information as provided by Education Code 49557.2.~~

~~*(cf. 5141.6 - School Health Services)*~~

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining

FREE AND REDUCED PRICE MEALS (continued)

eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

Legal Reference:

EDUCATION CODE

48980 *Notice at beginning of term*

49430-49434 *Pupil Nutrition, Health, and Achievement Act of 2001*

49490-49494 *School breakfast and lunch programs*

49500-49505 *School meals*

49510-49520 *Nutrition*

49530-49536 *Child Nutrition Act of 1974*

49547-49548.3 *Comprehensive nutrition service*

49550-49562 *Meals for needy students*

CODE OF REGULATIONS, TITLE 5

15510 *Mandatory meals for needy students*

15530-15535 *Nutrition education*

15550-15565 *School lunch and breakfast programs*

UNITED STATES CODE, TITLE 20

1232g *Federal Educational Rights and Privacy Act*

6301-6514 *Title I programs*

UNITED STATES CODE, TITLE 42

1751-1769j *School lunch program*

1771-1791 *Child nutrition, especially:*

1773 *School breakfast program*

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 *National School Lunch Program*

220.10-220.21 *National School Breakfast Program*

245.1-245.13 *Determination of eligibility for free and reduced-price meals and free milk*

WELFARE AND INSTITUTIONS CODE

14005.41 *Basic health care*

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

NSD SNP-12-2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015

USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Feed More Kids, Improve Program Participation

Direct Certification Implementation Checklist, May 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

FREE AND REDUCED PRICE MEALS (continued)

Management Resources (continued):

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

FREE AND REDUCED PRICE MEALS

Applications

Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to low-income students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2. It is the responsibility of the district to ensure that applications for free and reduced-price meals and free milk meet the requirements of law.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980; 49520; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557. An application form for free or reduced price meals shall be distributed to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures, and appeal procedures. This form An application form and related information shall also be provided whenever a new student is enrolled. (Education Code 48980, 49520; 7 CFR 245.5)

(cf. 5145.6 - Parental Notifications)

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplies to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

~~Applications for the free and reduced-price meal program shall be available to students at all times during the regular school day and shall contain the following statements: (Education Code 49557; 7 CFR 245.5)~~

~~1. Applications may be submitted at any time during the school day.~~

~~1. Students participating in the National School Lunch and/or School Breakfast Programs will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.~~

FREE AND REDUCED PRICE MEALS (continued)**Eligibility**

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on the CDE's web site.

Pursuant to 42 USC 1758, districts must directly certify for enrollment in the free and reduced-price meals program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 also authorizes, but does not require, districts to directly certify as eligible a student who is homeless, migratory, or a foster youth. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data. Pursuant to Education Code 49561 and 42 USC 1758, no additional application or further action is required by the household of students who are directly certified.

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4).

~~When authorized by law, participants in other federal or state programs may be directly certified for enrollment in the free and reduced-price meal program. (Education Code 49561)~~

~~Students shall be allowed to eat at the free rate until program eligibility is determined. Once a student has been identified as free, reduced or paid, a retroactive adjustment will be made. If it is determined that a student is reduced or full paid, parents shall be billed for the amounts owed for meals served at the free price.~~

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; CFR 245.6a)

- 1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits*

FREE AND REDUCED PRICE MEALS (continued)

2. *If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below*
3. *If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below*

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

1. *The change and the reasons for the change*
2. *The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal*
3. *The right to reapply at any time during the school year*

Districts participating in the Community Eligibility Provision (CEP) are excluded from annual verification of eligibility.

Confidentiality/Release of Records

The Superintendent designates the following district employee to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

~~Chief Information Officer~~ *OSD LEA Testing Coordinator*

In using the records for such purposes, the following conditions shall be satisfied: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program shall be maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meal program shall not be publicly released.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

FREE AND REDUCED PRICE MEALS (continued)

3. All other confidentiality provisions required by law shall be met.
4. Information collected regarding individual students certified to participate in the free and reduced-price meal program shall be destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or for milk.
4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758; 1773)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)*

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/20/18

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

Title I – Revision to BP and AR 6171 (Freeman/Thomas)

Language was added and deleted to BP and AR 6171 to align with the district's regulations for Title I. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to BP and AR 6171 as outlined above.

ADDITIONAL MATERIAL:

BP 6171 (4 pages)
AR 6171 (6 pages)

TITLE I PROGRAMS

The Board of Trustees desires to provide a high-quality education that enables all students to meet challenging state ~~in order to improve the~~ academic standards. ~~achievement of students from~~ In schools with a large number or percentage of economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on services that strengthen the academic program and provide support to students at risk of failing to achieve state academic standards and assessments.

*(~~cf. 5149 - At Risk Students~~)
(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(~~cf. 6162.52 - High School Exit Examination~~)*

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)

Title I funds shall be used to supplement, not supplant, funds available from state and local sources for the education of students participating in Title I programs. (20 USC 6314, 6321)

Descriptions of how the district will address the required components of the Title I local control accountability plan, as specified in 20 USC 6312, shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school.

*(cf. 0420 - School Plans/Site Councils)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)*

In addition, ~~the~~ the district and each school receiving Title I funds shall develop a written parent/guardian and family engagement ~~involvement~~ policy in accordance with 20 USC 6318.

(cf. 6020 - Parent Involvement)

Local Educational Agency Plan

The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Board of Trustees for approval. (20 USC 6312)

The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low achieving students meet challenging academic standards.

~~The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.~~

Comparability of Services

~~State and local funds used in~~ *In* schools receiving Title I funds, *state and local funds* shall be *used to* provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

BP 6171(b)

TITLE I PROGRAMS (continued)

To demonstrate comparability of services among district schools, *the district shall*:

1. ~~The Board shall~~ adopt and implement a districtwide salary schedule.
2. ~~The ratio of students to~~ *Ensure equivalence in* teachers, administrators, and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools, *as measured by either or both of the following*:
 - a. *The ratio of students to instructional staff at each Title I school within a grade span, which shall not exceed 110 percent of the average ratio for all non-Title I district schools with that grade span.*
 - b. *Salary expenditures or instructional staff at each Title I school, which shall be no less than 90 percent of the average salary expenditure across non-Title I district schools.*
3. ~~Salary expenditures at each Title I school shall be no less than 90 percent of the average salary expenditure across non-Title I schools.~~
4. ~~All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials.~~
5. ~~The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.~~
3. *Ensure equivalence in the provision of curriculum materials and instructional supplies, by determining whether the per-student expenditure of state and local funds for curriculum materials and instructional supplies in Title I schools is between 90 and 110 percent of the districtwide average*

4. *Determine whether the amount of state and local funds allocated per student for each grade span is between 90 and 110 percent of the per student average for each grade span in non-Title I schools*

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to *students with disabilities* ~~disabled students~~, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

~~At the beginning of each school year, the~~ The Superintendent or designee shall *annually assess* ~~measure~~ comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Participation of Private School Students

The district shall provide or contract to provide special educational services, instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring, or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis in comparison to services and other benefits for public school students. (20 USC 6320, 7881)

Program Evaluation

~~The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments. (20 USC 6316)~~ *regularly monitor the progress of economically disadvantaged and low-achieving students in Title I schools. During the annual evaluation of the district's progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.*

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

~~(cf. 0520.3 - Title I Program Improvement Districts)~~

~~(cf. 6190 - Evaluation of the Instructional Program)~~

TITLE I PROGRAMS (continued)

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools

~~52055.57 Districts identified or at risk of identification for program improvement~~

~~54020-54028 Economic Impact Aid~~

52060-52077 – Local control and accountability plan

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

6316 School improvement

6318 Parent involvement

6320 Participation of private school students

6321 Comparability of services

7881 Participation of private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.79 Improving basic programs for disadvantaged students

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

LEA Plan, rev. May 17, 2006

Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Title I Fiscal Issues, May 26, 2006

Designing Schoolwide Programs, March 22, 2006

Supplemental Educational Services, June 13, 2005

The Impact of the New Title I Requirements on Charter Schools, July 2004

Parental Involvement: Title I, Part A, April 23, 2004

Serving Preschool Children Under Title I, March 4, 2004

Title I Services to Eligible Private School Students, October 17, 2003

Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov/iasa/titleone>

No Child Left Behind: <http://www.ed.gov/nclb>

U.S. Department of Education: <http://www.ed.gov>

Policy
adopted: November 16, 2011
revised: June 20, 2018

OXNARD SCHOOL DISTRICT
Oxnard, California

TITLE I PROGRAMS

Schoolwide Programs

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. (20 USC 6314; 34 CFR 200.25)

A school that does not meet these criteria may operate a Title I schoolwide program if it receives a waiver from the California Department of Education. (20 USC 6314)

Any school operating a schoolwide program shall develop a comprehensive plan with the involvement of parents/guardians, other members of the community to be served, and individuals who will carry out the plan, including teachers, principals, other school leaders, paraprofessionals present in the school, administrators (including administrators of other federal education programs), the district, tribes and tribal organizations present in the community, and, if appropriate, specialized instructional support personnel, technical assistance providers, school staff, secondary school students as applicable, and other individuals determined by the school. (20 USC 6314)

(cf. 0400 - Comprehensive Plans)

The schoolwide program plan shall be based on a comprehensive needs assessment of the entire school and shall be incorporated into a single plan for student achievement which also incorporates the plans required for other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

(cf. 0420 - School Plans/Site Councils)

The plan shall describe the strategies that the school will implement to address school needs, including a description of how such strategies will: (20 USC 6314)

1. Provide opportunities for all students, including economically disadvantaged students, ethnic subgroups, students with disabilities, and English learners, to meet state academic standards

(cf. 6011 - Academic Standards)

2. Use methods and instructional strategies that strengthen the school's academic program, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education

(cf. 5148.2 - Before/After School Programs)

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

TITLE I PROGRAMS (continued)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6177 - Summer Learning Programs)

3. Address the needs of all students in the school, but particularly the needs of those at risk of not meeting state academic standards, through activities which may include the following:

- a. Counseling, school-based mental health programs, specialized instructional support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

- ~~b. Preparation for and awareness of opportunities for postsecondary education and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school~~

~~*(cf. 6141.4 - International Baccalaureate Program)*~~

~~*(cf. 6141.5 - Advanced Placement)*~~

~~*(cf. 6172.1 - Concurrent Enrollment in College Classes)*~~

~~*(cf. 6178 - Career Technical Education)*~~

- c. Implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act
- d. Professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments and to recruit and retain effective teachers, particularly in high-need subjects

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4131 - Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

- e. Strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs

(cf. 5148.3 - Preschool/Early Childhood Education)

TITLE I PROGRAMS (continued)

The plan shall also include a description of any applicable federal, state, and local programs that will be consolidated in the schoolwide program. (20 USC 6314; 34 CFR 200.27)

The plan and its implementation shall be regularly monitored and revised as necessary based on student needs to ensure that all students are provided opportunities to meet state academic standards. (20 USC 6314)

Targeted Assistance Programs

~~Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to eligible students who are failing, or most at risk of failing, to meet state academic standards. Students shall be identified on the basis of multiple, educationally related, objective criteria, except that students in preschool through grade 2 shall be selected solely on the basis of criteria, including objective criteria, established by the district and supplemented by the school. (20 USC 6315)~~

~~Eligible students include those who are economically disadvantaged; students with disabilities; migrant students, including those who participated in a migrant education program pursuant to 20 USC 6391-6399 in the preceding two years; English learners; students who participated in a Head Start or state preschool program in the preceding two years; students in a local institution for neglected or delinquent children and youth or attending a community day program for such students; and homeless students. (20 USC 6315)~~

~~Any targeted assistance program shall: (20 USC 6315)~~

- ~~1. Use program resources to help participating students meet state academic standards, which may include programs, activities, and academic courses necessary to provide a well-rounded education~~
- ~~2. Use methods and instructional strategies that strengthen the academic program, through activities which may include:

 - ~~a. Expanded learning time, before and after school programs, and summer programs and opportunities~~
 - ~~b. A schoolwide tiered model to prevent and address behavior problems, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act~~~~
- ~~3. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs~~

TITLE I PROGRAMS (continued)

4. ~~Provide professional development to teachers, principals, other school leaders, paraprofessionals, and, if appropriate, specialized instructional support personnel and other school personnel who work with eligible students in Title I programs or in the regular education program. The professional development shall be provided using funds from Title I and, to the extent practicable, other sources.~~
5. ~~Implement strategies to increase the involvement of parents/guardians of participating students~~
6. ~~If appropriate and applicable, coordinate and integrate federal, state, and local services and programs, such as programs supported by the Elementary and Secondary Education Act, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career technical education programs, and comprehensive or targeted support and improvement activities under 20 USC 6311~~
7. ~~Provide assurances to the Superintendent or designee that the program will:~~
 - a. ~~Help provide an accelerated, high-quality curriculum~~
 - b. ~~Minimize the removal of students from the regular classroom during regular school hours for instruction supported by Title I funds~~
 - e. ~~On an ongoing basis, review the progress of participating students and revise the targeted assistance program, if necessary, to provide additional assistance to enable such students to meet state academic standards~~

Participation of Private School Students

Teachers and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent/guardian and family engagement activities and professional development pursuant to 20 USC 6318. (20 USC 6320, 7881)

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation, and invite them to a meeting to discuss the intent of Title I and the roles of public and private school officials.

The Superintendent or designee shall consult with appropriate private school officials, in a meaningful and timely manner, during the design and development of the district's Title I

TITLE I PROGRAMS (continued)

programs, with the goal of reaching agreement on how to provide equitable and effective programs for eligible private school students. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include consultation on issues such as the following: (20 USC 6320, 7881; 34 CFR 200.56)

1. How the needs of private school students will be identified
2. What services will be offered
3. How, where, and by whom the services will be provided
4. How the services will be academically assessed and how assessment results will be used to improve those services
5. The size and scope of the equitable services to be provided to eligible private school students, the proportion of funds to be allocated for such services, and how that proportion of funds is determined
6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
7. How and when the district will make decisions about the delivery of services to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor
9. Whether the district will provide services directly or through a separate government agency, consortium, entity, or third-party contractor
10. Whether to provide services to eligible private school students by pooling funds or on a school-by-school basis
11. When services will be provided, including the approximate time of day

TITLE I PROGRAMS (continued)

12. Whether to consolidate and use funds provided under Title I with other funds available for services to private school students

If the district disagrees with the views of private school officials with respect to any of the above issues, the district shall provide the officials, in writing, the reasons that the district disagrees. (20 USC 6320)

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The district shall maintain, and shall provide to the CDE, a written affirmation signed by officials of each participating private school that consultation has occurred. The affirmation shall provide the option for private school officials to indicate their belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to private school students. If private school officials do not provide the affirmation within a reasonable period of time, the district shall send documentation to the CDE demonstrating that the consultation has, or attempts at such consultation have, taken place. (20 USC 6320)

(cf. 3580 - District Records)

The Superintendent or designee shall also maintain copies of program descriptions, notices, funding allocations, and other communications and records pertaining to the provision of services to private school students.



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.”